F 390
.T33
Copy 1

Class F390
Book T55

MESSAGE

OF

GOVERNOR O. B. COLQUITT
to the Thirty-third Legislature

RELATING TO THE

ALAMO PROPERTY

VON BOECKMANN-JONES CO., PRINTERS
AUSTIN, TEXAS
1913

106-113-1000

MESSAGE

OF

GOVERNOR O. B. COLQUITT
to the Thirty-third Legislature

Texas
15
90

RELATING TO THE

ALAMO PROPERTY

VON BOECKMANN-JONES CO., PRINTERS
AUSTIN, TEXAS
1913

F390
.T33

D. OF D.
MAR 18 1913

GOVERNOR'S OFFICE,
AUSTIN, TEXAS, March 6, 1913.

To the Senate and House of Representatives:

I transmit herewith, in printed form, title papers and abstract to the Alamo property, which now belongs to the State, and situated in the city of San Antonio.

These title papers are included in Part 1, Exhibits "A" and "B," and include all papers relating to the Alamo property down to and including the deed made to the State for the last piece of property purchased by it.

Part 2 comprises data and information about the Alamo and the siege and massacre of the Texans on March 6, 1836—seventy-seven years ago today.

Part 3 is a discussion of the siege and fall of the Alamo by Captain Potter.

I have had this data and information in the hands of the printer for quite a while, and had intended to send a message to the Legislature transmitting the same for its information. My purpose was to accompany this data by a discussion of the siege and fall of the Alamo and such historical data as I have been searching for, but which I have not been able to obtain. Since the Legislature convened I had letters and telegrams from President Madero of Mexico assuring me that he had in process of copying the reports of General Santa Anna, giving information, from his standpoint, of the siege and massacre of the Texans in the Alamo, but before it could be forwarded to me the revolution in the City of Mexico broke out and President Madero was deposed as President and lost his life.

I have been very deeply interested in the history of the Alamo, and regret that necessity compels me to forego a discussion of the matters and events relating to the siege and fall of the Alamo, which, at this time, would seem to be very interesting. I hope at some future time, when I have more leisure to do so, to present these observations for whatever they may be worth to the patriotic Texans who are interested in the true history of this monument to the valor of Texans. I must content myself, however, at this time, with this brief communication transmitting to you the printed data and information already referred to which is herewith respectfully transmitted.

Respectfully,

O. B. COLQUITT,
Governor of Texas.

PART ONE.

EXHIBIT "A."

Showing Title Papers to the Alamo Church, or Chapel, Purchased by the State of Texas, From Catholic Bishop.

POWER OF ATTORNEY—JNO. M. ODIN TO B. CALLAGHAN.

STATE OF TEXAS.
County of Galveston.

Know all men by these presents that I, John M. Odin, Roman Catholic Bishop of Galveston and Chief Pastor of the Roman Catholic Church in the State of Texas, have constituted and appointed and by these presents do constitute and appoint Mr. B. Callaghan of San Antonio de Bejar my true and lawful agent and attorney in fact for the following purposes, namely:

Whereas I have been informed that the corporation of the town of San Antonio de Bejar under some pretended claim to the Church of the Alamo and the buildings connected therewith have caused the rents of the said buildings and church, payable to me by the Government of the United States, to be sequestered or in some way seized in the hands of the law. Now this is to authorize my said agent to sign my name and affix my seal to any bond or bonds which may be necessary or convenient in order to replevy the said rents and property so sequestered or seized, and for this purpose to do all and every act whatsoever which I myself could do if present and acting.

And I hereby bind myself, my heirs, executors, administrators and successors in office to ratify and confirm, warrant and defend, all the acts of my said agent in the premises.

In witness whereof I have hereunto signed my name and put my seal this 18th day of March in the year of our Lord one thousand eight hundred fifty, the words "*my true and lawful agent and attorney in fact*" having been interlined in the sixth line of this instrument before signing and sealing.

J. M. ODIN,
(Seal) Bishop of Galveston.

STATE OF TEXAS,
County of Galveston.

Before me, Jas. P. Nash, a Notary Public in and for the county of Galveston, being duly commissioned to practice, personally appeared John M. Odin, Bishop of Galveston, to me known, who acknowledged he had signed, sealed and delivered the annexed or foregoing power of attorney for the purposes therein set forth.

In testimony of which I have hereunto set my hand with the impress of my official seal, this 18th day of March, A. D. 1850.

JAMES P. NASH,
N. P., C. G.

Filed in the office of the Secretary of State this 4th day of October, 1905.

O. K. SHANNON,
Secretary of State.

STATE OF TEXAS,
County of Galveston.

Know all men by these presents that I, John M. Odin, Bishop of Galveston in the State of Texas, in consideration of the special trust and confidence which I repose in B. Callaghan of the county of Bejar, have constituted and appointed, and by these presence constitute and appoint, the said B. Callaghan my true and lawful agent and attorney in fact for the following purposes:

Namely, in my name and for me to demand and receive from the proper officers of the United States possession of The Alamo at San Antonio de Bejar, with its appurtenances, also to rent and lease the same to the United States or any of their properly authorized officers for such term of years and for such rent as he, my said agent in his good judgment may think proper; and for these purposes to sign my name and put my seal to any writing or contract necessary or convenient in this intent.

And I the said John M. Odin, Bishop as aforesaid, hereby bind myself, my heirs, executors and administrators, and my successors in the office of Bishop to warrant and defend, to ratify and confirm all the acts of my said agent in the premises.

In testimony of all which I have hereunto signed my name and affixed my seal this fourth day of December in the year of our Lord one thousand eight hundred forty-nine.

J. M. ODIN,
(Seal) Bishop of Galveston.

THE STATE OF TEXAS,
County of Galveston.

Before me, James P. Nash, notary public in and for the county of Galveston, being duly commissioned, etc., personally appeared John M. Odin, Bishop of Galveston, Texas, known to me, who acknowledged he had signed, sealed and delivered the foregoing power of attorney for the purposes therein particularly expressed.

In testimony of which I the said notary hereunto subscribe my name with the impress of my official seal this 4th day of December, A. D. 1849.

JAMES P. NASH,
(Seal) Notary Public Co. Galveston.

(Endorsed: Power of Attorney.)

Endorsed: Filed in the office of the Secretary of State, this 4 day of Oct., 1905.
O. K. SHANNON,
Secretary of State.

CERTIFIED COPY OF A DEED OF REV. A. GAUDET TO RT. REV. C. M. DUBUIS.

THE STATE OF TEXAS,
County of Galveston.

Know all men by these presents. That I, A. Gaudet formerly a priest of the Diocese of Galveston and sole surviving legatee and devise under the last will and testament of the lat Right Reverant J. M. Odin, Bishop of Galveston, Texas, for and in consideration of one dollar to me paid by the Right Reverend Claudius Moria Dubuis, the successor in office of the sold Right Reverend J. M. Odin Bishop and in consideration of the purpose and Trust declared in the said last will and testament and in pursuance and performance of the directions therein contained of which said sum of money the receipt is hereby acknowledged have granted bargained sold released and conveyed unto the said Right Reverend Claudius Moria Dubuis of Galveston aforesaid all of the following described premises viz. All and singular the property and estate seal personal at mixed reights credits assets and values of whatever nature or character bequeathed or devised to me in and by said last will and Testament in conjunction with the late Very Reverend L. C. M. Claudius now deceased or in to or about which I am or might be in anywise entitled under and by fore of said Lst Will and testament together with all and singular the rights members here testament appuoteances tenements and improvements unto the same belonging or in anywise incoent or appertaining.

To Have and To Hold all and singular the premises above mentioned unto him the said Right Reverend Claudius Moria Dubuis Bishop of Galveston as aforesaid and unto his heirs and assigns forever And I do hereby Bind myself and my heirs executed and administrators to warrant and forever defend all and singular the premises aforesaid unto the said Right Reverend Claudius Moria Dubuis his heirs or assigns against every person whom soever lawfully claiming the claim the same or any part thereof by through or under me.

In Witness of all of which I have hereunto signed my name this 22nd day of March in the year of Our Lord Eighteen Hundred and Eighty Five.

A. GAUDET,
(Seal) S. M. S.

Witness at request of Grantor
R. B. Rabbins Y. J. Fillatre P. O. M. T.
M. Froe Pta O. M. T.

THE DOMINION OF CANADA,
County of Carleton.

Before me R. B. Rabbins United States Commercial Agent and Ex. Officers a Notary Public in and for said County and Dominion at Ottawa on this 10th day of April 1882 personally came and appeared A. Gaudet to me well known to be the person whose name is subscribed to the foregoing Instrument and acknowledged that he had executed and delivered the for going conveyance as his voluntary act and deed for the purposes and consideration therein expressed and as sole surviving legatee and deresee under the Last Will and Testament of the Rt. Rev. J. M. Odin Bishop of Galveston, Texas.

Given under my hand and seal this 10th day of April 1882
(Signed) R. B. RABBINS
U. S. Commercial Agent & Ex. Officer Notary Public in.....

Filed for record July 31, 1882 at 12 o'clock a. m.

Recorded Aug. 11 1882 at 4 o'clock p. m.

THE STATE OF TEXAS,
County of Galveston.

I. S. P. Wren, County Clerk, in and for the said County of Galveston. do hereby certify that the above and foregoing is a true and correct copy of a Deed from Rev. A. Gaudet date the 22nd. day of March 1882 as the same appears of record in my office in Records of Deeds, Ec., Book 42 pages 454, 455, and 456

In testimony whereof, I have hereto set my hand and affixed my Official Seal, at my office in the City of Galveston, on this the eighth day of May 1883
(Signed) I. P. S. WREN,
County Clerk Galveston County.
By W. E. Danelly.

OPINION RESPECTING TITLE OF CATHOLIC CHURCH TO PROPERTY KNON AS "ALAMO CHURCH."

San Antonio, Texas, May 10th, 1883.

Hon. John Ireland, Governor of Texas.

Sir: I have examined the Title of the Catholic Church to that portion of the Alamo Property known as the "Alamo Church," and find that, by "Acts of the Republic of Texas." January 13th and 18th 1841, the entire Alamo was granted to John M. Odin, the then Catholic Bishop of Texas, as the Chief Pastor of the Roman Catholic Church in Texas, and his successors in Office.

In 1851, the City of San Antonio instituted a Suit in the District Court of Bexar County, to recover this property then occupied by Major Babbit, U. S. Quartermaster, as Tenant of Bishop Odin: A jury being waived, and the Cause submitted to the Court, the Hon. M. P. Norton, presiding Judge, gave Judgment in favor of the Church, or Bishop Odin.

From this Judgment the City of San Antonio took an Appeal, and at the Austin term of the Supreme Court, 1858, rendered a Judgment affirming the Judgment of the Court below in favor of the Defendant. See Texas Reports Vol. 15th Page 539, San Antonio vs. John M. Odin.

At the date of the Judgment in Supreme Court, the Catholic Church in Texas was represented by John M. Odin as its Chief Pastor or Bishop.

On the 23rd day of May in the year 1862, Claudius M. Dubuis was consecrated

as Bishop of Texas, at Lyons, France, by John M. Odin, who was at that time Arch Bishop of New Orleans.

In the year 1874 the Bishoprics of San Antonio and Brownsville were carved out of the Bishopric of Galveston which before that time embraced the entire State of Texas, and Bishop A. D. Pellicer consecrated Bishop of San Antonio. He died in 1881 and was succeeded by the present Bishop, Rt. Rev. John C. Nerez, who was consecrated Bishop of San Antonio May 8, 1881, in this City.

On the 30th of Nov. 1879, Bishop A. D. Pellicer conveyed to H. Grenet, for the sum of Twenty thousand Dollars, all the interest of the Roman Catholic Church in the Alamo Property. This conveyance does not include the Church or property contemplated in the purchase by the State from the Church at this time.

From my Positive Personal knowledge and from an examination of the Judgment of Supreme Court herein referred to, and papers presented, I am satisfied that the Catholic Church of the Diocese of San Antonio has good Title to the Alamo Church in the City of San Antonio, and that the present Bishop of San Antonio, Rt. Rev. John C. Nerez, is as to this and all other Church property in the Diocese of San Antonio, held by the former Bishop Rt. Rev. J. M. Odin, his lawful successor in Office, and is competent as such to convey to the State a valid Title to said Church Building, according to the offer made by the Church to the State of Texas. Reference being made for a description of said property to the Field Notes of Survey and Plat of the same made on the 5th day of January, 1883, by Chas. P. Smith, Engineer of the City of San Antonio now on file at Austin in the Office of Hon. H. P. Brewster.

Respectfully,
THOS. J. DEVINE

(Endorsed: Opinion on title to Alamo Church.)

Also notation: "Deed sent to San Antonio to be recorded May 12" 1883."

(Copy)

RENT VOUCHER.

No. 22.

THE UNITED STATES,

To Rt. Rev. C. M. Dubois, Dr.

Novbr. 30, 1865.	Dollars	Cents.
To Rent of Alamo Buildings used as Storehouses workshops stables &c. Q. M. Dept. at San Antonio, Texas from November 16th to November 30th, 1865 (inclusive) Fifteen days @ Two hundred and Twenty two Dollars per month Rent set by order of Maj. Gen. W. Merritt, Comm'dg. Cav. Fes. M. D. Gl.	112	50
One Hundred and Twelve Dollars and fifty cents	$112	50

I certify that the above account is correct and just; that the services were rendered as stated; and that they were necessary for the public service. And that the same has been reported by me as pr. my Report of Persons and Articles for the Month of November 1865.

RICH. P. EGANE,
1st. Lt. R. Q. M. 18th N. T. Cav. Chf. Q. M. Cav. M. D. G.

Filed in the office of the Secretary of State this 4th day of October, 1905.
O. K. SHANNON,
Secretary of State.

(Copy)

Asst Qr Mr's Office
San Antonio, Texas.
February 3rd, 1854.

Sir: I have received a reply from Major Chapman, Chief A. Q. M. Dept. of Texas to my letter to Major Babbite dated January 2nd upon the subject of the rent of the Alamo Property in which he informed me that he had laid it before the General Commanding who instructed him to say that unless the City of

San Antonio secures the Government in their lease to this property the Dep't. must be broken up and abandoned.

I am Very respectfully,
Your
JAS. BELGER,
A. Qr. Mr.

Wm. Callaghan
Present.
1854
San Antonio, February 3rd.
Ass't. Qr. Mj. Office.
(b)

Filed in the office of the Secretary of State this 4th day of October 1905.
O. K. SHANNON,
Secretary of State.

San Antonio, September 21th, 1865.

To Major General Merrit,

Sir. I have the honor to address you in behalf of the Roman Catholic Bushop of the diocese of Galveston, concerning the Catholic Church in the City of San Antonio, Texas, known as the Alamo, and now in the occupancy of the government of the United States as a depot for military stores. The Bishop wishes to obtain possession of said Church in order to furnish a suitable and convenient place of worship to the German Roman Catholic Congregation of San Antonio. You will confer a favor on the Catholic Bishop of this diocese and on German Congregation above mentioned by acting on this communication at your earliest convenience.

I have the honor to be, dear Sir, your obliged & obedient Servant
THOMAS J. JOHNSTON

(Over)

The aforesaid petition is made at the request of the Rt. Rev. Catholic Bishop and in his absence is approved and recommended earnestly by the Undersigned.
J. T. FOUREY
Priest Vice-Chancellor and Secretary to the Cath. Bishop.

(Endorsed: Letter Thos G. Johnston. Filed in the Office of the Secretary of State, this 4 day of Oct. 1905 O. K. Shannon Secretary of State.)

Notation: "Headquarters Cavalry Forces, Military Division of the Gulf, San Antonio, Sept. 22, 1865. Respectfully referred to Capt. W. A. Brown, Chief Qr. Mr. for report as to whether this building can be vacated without injury to the service.

By command of Maj. Gen Merritt
C. H. DYER,
Major and A. A. G.

Office Chief Q. M.
San Antonio, Sept. 22, 65.

Respectfully returned to Maj. C. H. Dyer, A. A. General, the Alamo building is now used for receiving Grains, and its vacation by the Government would be attended with great inconvenience and serious loss.

W. H. BROWN,
Capt. A. Q. M.

Headquarters Cavalry Forces.
Military Division of the Gulf
San Antonio, Tex. Sept. 24/65

Respectfully returned to Mr. Thos. J. Johnson with the remark that the Government requires this building for the use of the Qr. Mr. Dept. for the present.

By command of Major Gen. Merritt
C. H. DYER,
Major and A. A. G.

No. 22.

THE UNITED STATES.

To Rt. Rev. C. M. Dubois

1865		Dr. Dollars.	Cents.
Novbr. 30	For rent of Alamo building, used as storehouse, workshop, stable & Q. M. Deptmt. at San Antonio, Texas, from Novbr 16th to Novbr 30th 1865 (inclusive) fifteen days at two hundred and twenty-five dollars per month (rent set by order of Maj. Genl. W. Merritt, Comndg Cav'y Fcs. M. D. G.	112	50
	One hundred and twelve dollars and fifty cents	$112	50

I certify that the above account is correct and just; that the services were rendered as stated, and that they were necessary for the public service, and that the same has been reported by me as per my Report of Persons and Articles for the month of November 1865.

RICHD. P. EGAN 1
1st. Lt. R. G. M., 18" U. S. Cav. Chf. Q. M. Cav. M. D. G.

Received at....., the.....of.....186.., ...
Quartermaster United States Army, the sum of.....dollars
and.....cents, in full of the above account.
(Signed in Triplicate)

.....

Endorsed—Form No. 22. No... Abstract B Qr. 186..

..... Dollars ...../100. Paid.....186..

Rent Voucher.

Endorsed—"Filed in the Office of the Secretary of State. This 4 day of Oct. 1905. O. K. Shannon, Secretary of State.

F'd Notes of the Survey of the Site of the Church of the "Alamo" Which it Is Proposed to Sell to the State of Texas..

Beginning for N. W. corner at a point 86 ft. 6½ inches S. 79⅛ E. from the present S. W. cor of the old stone convent building.

Thence S. 9½ W. just grazing the bases of the columns which stand on both sides of the Entrance to the Church—72 ft. 2 inches

Thence S. 81½ E. just grazing the S. edge of the S. W. wall of the Church 108 ft. 11¾ inches to the West edge of Alamo Ditch.

Thence, up the Alamo Ditch along its W. edge to a point in the E. prolongation of S. wall of the Convent building & Convent yard at 116 ft. & 30/100 S. 79⅛ E. from the Place of Beginning thus closing the Survey of the site proper and including within its lines every portion of the Church proper. For details of Building, see accompanying Map—exhibiting fully its size, place & surroundings. Var of needle used 9 15′ E. at 10 a. m. cool day.

Surveyed Jany. 5th A. D. 1883.

CHAS. P. SMITH,
City Eng'r.

City Engr's Office
San Antonio, Tex.,
Jan'y 11th 1883.
(Endorsed Field Notes.)

(Copy)

OPINION OF WAELDER & UPSON ON TITLE OF ALAMO PLAZA PROPERTY.

Messrs. Hugo & Schmeltzer:

In the matter of your purchase of the Grenet property, more familiarly known as a portion of the "Alamo" relative to which you desire our opinion, we submit the following:

The same property was once before in litigation, in the case of the City of San Antonio against Odin, who was then Bishop. The case involved the title to the "Alamo," and was decided in favor of Bishop Odin by the District Court of

Bexar County, whose judgment was affirmed by the Supreme Court of the State in 1855.

From the statement of the facts in that case—and, indeed, such is the history of the mission—it appears that "the Cornerstone of the Alamo was laid on the 13th of May 1744;" that after the secularization of this mission (the mission de balero) in 1794, its registry of births and deaths was delivered to the curate of Bexar and "the people of the mission became subject to his jurisdiction." From that time until the revolution, or until 1835, the Roman Catholic Church claimed and held possession of the Alamo. While the buildings were vacant after 1835—being in a dilapidated condition—the claim of the Church to them was at no time abandoned; in 1841 portions of them were occupied for a short time by and with the consent of the Bishop, and his Agent subsequently exercised control over the property. In 1847 the Quartermaster of the United States Army took possession of the property, claiming it as belonging to the United States, but in April of the same year acknowledged to hold them as tenant of the Bishop of the Bishop of Texas.

It is well known that this tenancy on the part of the U. S. Government continued until the breaking out of the civil war in 1861, and was resumed after the war—the military authorities of the U. S. having during the war occupied the property in the same manner. Thus it appears, that the head of the Church, from the year of 1794 until the property was sold to Mr. Grenet in 1877, exercised acts of ownership and control over it. That this, as well as other missions was established by the King of Spain, is not questioned, neither does it admit of doubt, that the Franciscan friars and their successor, the Catholic Church, acting by and through its Bishop, together held possession of the Alamo from the year 1744 until the time of the sale to Mr. Grenet. While there may not have been a specific grant from the King of Spain, yet the continued possession from the first establishment of the mission to the time of the Texas revolution would raise the presumption of such a grant as against the Spanish government and its successor, the government of the Republic of Mexico. Hence it would follow, that the Church had acquired the property either by direct grant or by reason of the ancient possession heretofore mentioned, and if so, its title could not be successfully attacked by any person or corporation, whether State or Municipal. This view is sustained, as we think, by the decision in the case above referred to. 15 Tex. 539.

The Congress of the Republic of Texas, however, in January 1841, passed an act, providing, "that the Church of the Alamo, in the City of San Antonio, is hereby yielded and granted for the use of the Catholic Church, upon the same terms and conditions as the Churche's of Concepcion, San Jose, San Inar and others." The churches last mentioned were, by an act passed at a prior date in the same month and year, "acknowledged and declared the property of the present chief pastor of the Roman Catholic Church in the Republic of Texas, and his successors in office, in trust forever for the use and benefit of the congregations residing near the same, or who may hereafter reside near the same, for religious purposs and purposes of education, and none other."

As before said, we are of the opinion that the title of the Church was complete without the aid of the act of 1841. The Church had acquired its title by reason of ancient possession, and the dissolution of Texas from the former government "no more destroyed the right to possess and enjoy this property than it did the right of any other corporation or individual to his or its own property." Tenett et al. vs. Taylor et al., 9 Cranch, 3d. Cond. 300. Neither were religious corporations—whether sole or aggregate—abolished by the change of Government. Ibid 299.

The acts of 1841 are, therefore, no more than a confirmation by the political power succeeding the former governments of the acts of the latter, and can only have the effect of strengthening the title previously acquired, and none other. And so the Congress seems to have considered, for the acts, construed together as they must be, simply "acknowledge" and "declare" the title to the property to be vested in the Church. Such an acknowledgment and declaration—which is in effect a declaration, that the title was so vested before the declaration was made—could not properly be coupled with conditions not incident to the original title. Assuming, however, that the property was held for Church purposes or religious purposes, it is not to be assumed that the leasing thereof for secular purposes, or its sale, would be a violation of the trust.

In this case the Alamo property was leased for thirty years and used by the lessees for other than religious purposes, without interference or objection from any source, and the presumption is, and the fact is doubtless so also, that the rents were appropriated for religious purposes. The same presumption would arise as to the appropriation of the proceeds of any sale that has been made. These presumptions might be rebutted, but there is no reason to suppose that this could be successfully done, when it is a well known fact that all moneys and property belonging to the Church are appropriated exclusively for religious purposes, for the building of churches and school houses and their maintenance. In this connection it may be further remarked, that inasmuch as the Diocesan Bishops of the Roman Catholic Church "possess enlarged powers respecting the temporal as well as the spiritual affairs of the church" (quoting the language of the Supreme Court of Texas) the investment of money and property belonging to the Church must be within their control, they being, by virtue of their authority, the sole judges of what is most conducive to the welfare of the church—or, in more specific words in their application, what is most for the "benefit of the congregations" residing within the limits of their jurisdiction.

The next question, which presents itself, is as to the power of the Bishop to make the sale of the property in question to Mr. Grenet in 1877.

In the States of this Union of States there is not, and cannot be, any authorized religion. But while this is so, religious societies have rights as such, which are protected by the law. Among these rights are those of property. In most, if not all, of the States they may be incorporated, and their temporalities are then managed and controlled by trustees, directors, or by whatever name they may be called.

It does not follow from this, that a religious sect or denomination may not administer its property in its own way. Thus, while in American law a Bishop is not recognized as an officer having authority derived from law, he has nevertheless such authority as the denomination of Christians, to which he belongs, may confer upon him. 1 Rap. & Lawr. Dic. 135. He is, by virtue of his Episcopate, a corporation sole, who possesses certain temporal rights and franchises, and whose successors continue to enjoy the same rights as a sole corporation." 1 Bl. Com. 469; Field or Corp. No. 2; 1 Rap. & Lawr. Dic. 298; Greens Brice's U. V. 15 and 49.

In those states of the Union, where the religious establishment of the church of England (the Episcopalian Church) was adopted, when they were colonists, the minister of the church was seized of the freehold, and the right of his successor, being thus established, was not divested by the change in the government. Town of Pawlet vs. Clark, 9 Cranch 292. As was said by the Supreme Court of the United States: "The parishioners have individually no right or title to the glebe lands; they are the property of the parish in its aggregate or corporate capacity, to be disposed of, for parochial purposes, by the vestry, who are the legal agents and representatives of the parish." 9 Wheat, 445. This was said by the Court with reference to an Episcopal church, the temporal affairs of which are managed by a vestry, or by a vestry and wardens. In the Roman Catholic Church a different rule prevails. There the temporalities of the church are under the control and management of the head of the church, being the Bishop. It is true, that in some of the States, as for instance in New York, under the statutes of that state, Roman Catholic parishes, if not the church as a whole, have placed the management of their property in the hands of trustees, consisting of clergy and one layman. While in Texas any Catholic parish might be incorporated under the laws of the State, none of the parishes have been so incorporated—possibly in obedience to the canon law—and the Diocesan Bishop, both by consent and custom is the officer entrusted with the management of the temporalities of the church in his diocese. By virtue of his office all property of the church is vested in him, and he is authorized to control, manage and dispose of it, as well as acquire for church purposes.

This seems to be established by the authorities cited, and others, which might be cited. We are informed, moreover, by the present Bishop of the diocese of San Antonio, that under the rules and regulations of the church in Texas, the above authority is conferred upon and invariably exercised by the Bishops in their respective diocese. It may be taken for granted, that the Bishop so consulted is

familiar not only with the canons of the church, but also with its usages in a matter of so much importance.

Here may be added the further authority of a case, decided by the Supreme Court of this State in 1885, in which a proceeding had been instituted to set aside a conveyance made by Bishop Dubois as Bishop, to six lots, part of a block of ground in the City of Hemptstead, on the ground that the land belonged to the Catholic Church, and that the Bishop only held it as trustee and exceeded his power in making the conveyance. The entire block had been conveyed for the purpose of erecting thereon a Roman Catholic Church and other buildings pertaining thereto, or to be exchanged for or used in the purchase of other property in the town of Hempstead for that purpose. The conveyance by the Bishop was upheld, the court, in delivering its opinion, holding the following language:

"It is a matter of common and historical knowledge, that the form of government in the Roman Catholic Church is an Episcopacy, and in which the Diocese Bishops possess enlarged powers respecting the temporal as well as spiritual affairs of the church in their respective diocese." 63 Tex. 490.

From what has been said it would then follow, that the legal title to the Alamo being in the Bishop, for the use and benefit of the church, the sale of the property by him, as Bishop—the sale being made for the uses and benefit of the Church, and the proceeds of the sale being received partly by the selling Bishop and partly by his successor in the Bishopric—vested a good title in the purchaser—a title which could not be successfully attacked by the church as an organization.

While the title thus acquired by Grenet does not require any extraneous aid, it may yet be further remarked that the continuous, undisturbed and unquestioned possession by him and his estate for more than eight years under the conveyance of the property, should in itself be sufficient to regard the title as quieted.

Very respectfully,

WAELDER & UPSON.

San Antonio, February 2, 1886.

EXHIBIT "B."

Showing Abstract of Title to Property which Includes the Long Building that Constitutes the Principal Part of the Alamo now Belonging to the State.

Office of the
TEXAS TITLE COMPANY
(Incorporated.)
PAID UP CAPITAL, $30,000.

Abstract of title to land lying and being situated in the city of San Antonio, Bexar county, Texas, being a part of what is known as New City Block No. 115, the land here involved being all that part of said block lying west of the Main Alamo Ditch and north of the south line of the Alamo Church, being bounded on the north by East Houston Street, on the west by Alamo Plaza, on the east by the said Main Alamo Ditch, and on the south by the south line of the said Alamo Church. Being known as Lot No. 1, City Block No. 115 on the County Block maps of Bexar County, and as Lots Nos. 18 and 19, City Block No. 115, on the City Block maps of the City of San Antonio.

Note.—This plat is taken from one recorded in Block 1, p. 114, in the City Engineer's office, representing a survey of the S. A. Maverick tract made in December, 1849, by F. Giraud, City Surveyor.

SPANISH GOVERNMENT
to
CITY OF SAN ANTONIO.

Grant.
Dated 1733 or 1734.

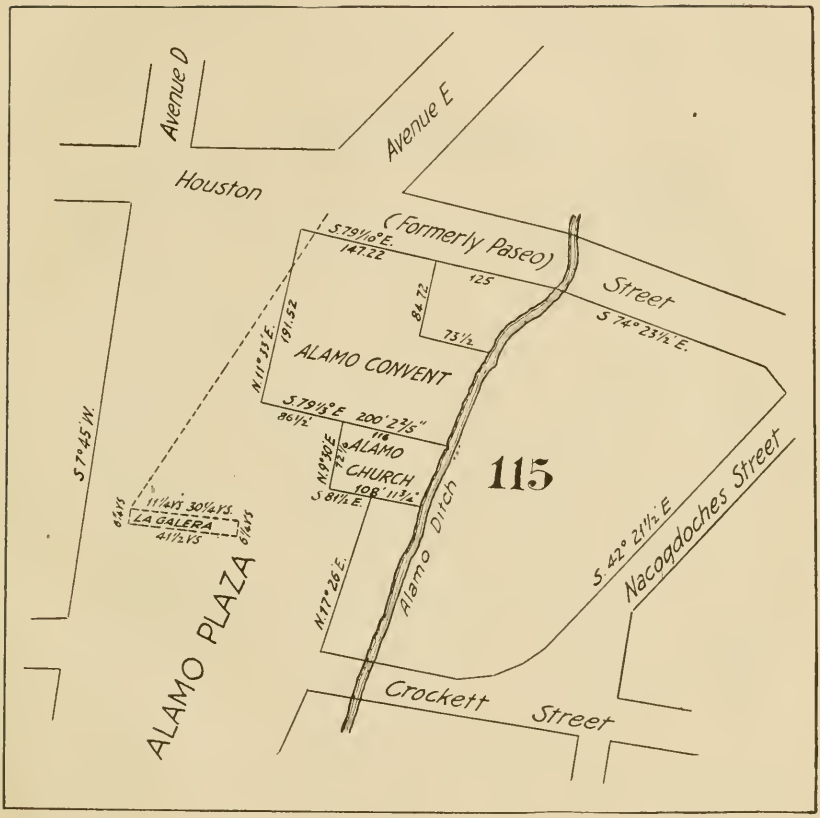
This grant is not now in existence, but is established by the decision of the Supreme Court of Texas in the case of Lewis vs. San Antonio, 7 Texas, 288. That was an action of trespass to try title involving the validity of the location of certain land certificates on the land claimed by the city to be within the limits of its grant. Justice Lipscomb, in his opinion, holds that "the existence of an ancient deed in the archives of the corporation, embracing the lands in controversy, has been proved conclusively," and that "the evidence of James, the surveyor, fully establishes the metes and bounds as called for by the proof of the contents of the lost deeds," most of which were well known and notorious marks or monuments, and that "it was abundantly and clearly proven that the city authorities had, from time immemorial exercised control and ownership over these lands to the extent of the boundaries set up as the exidos of the city."

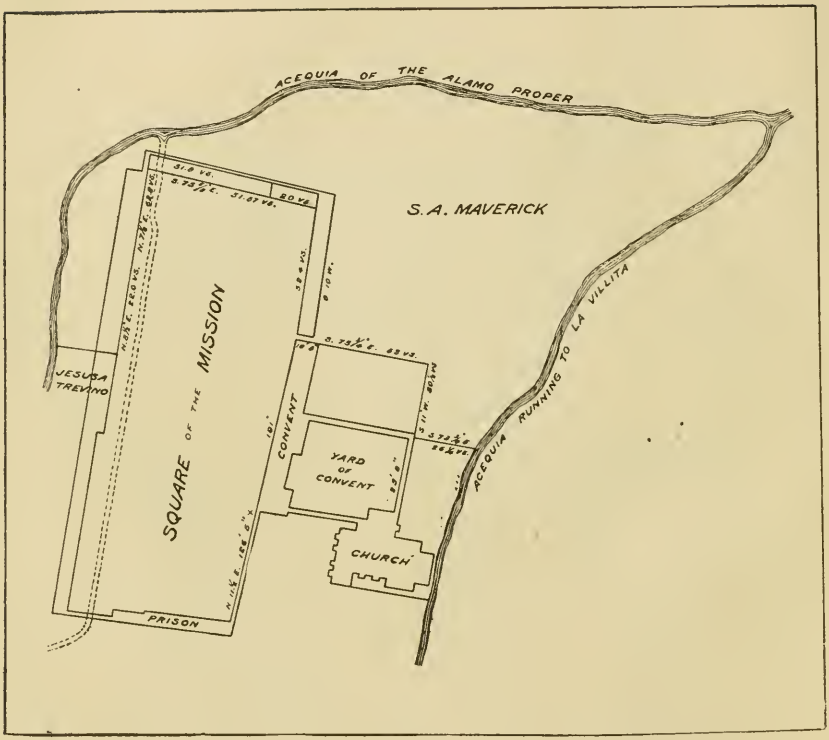
Judge Lipscomb also says that the claim of the city is strengthened by the following sections from the Act of Congress of the Republic of Texas passed Dec. 14, 1837, incorporating the City of San Antonio:

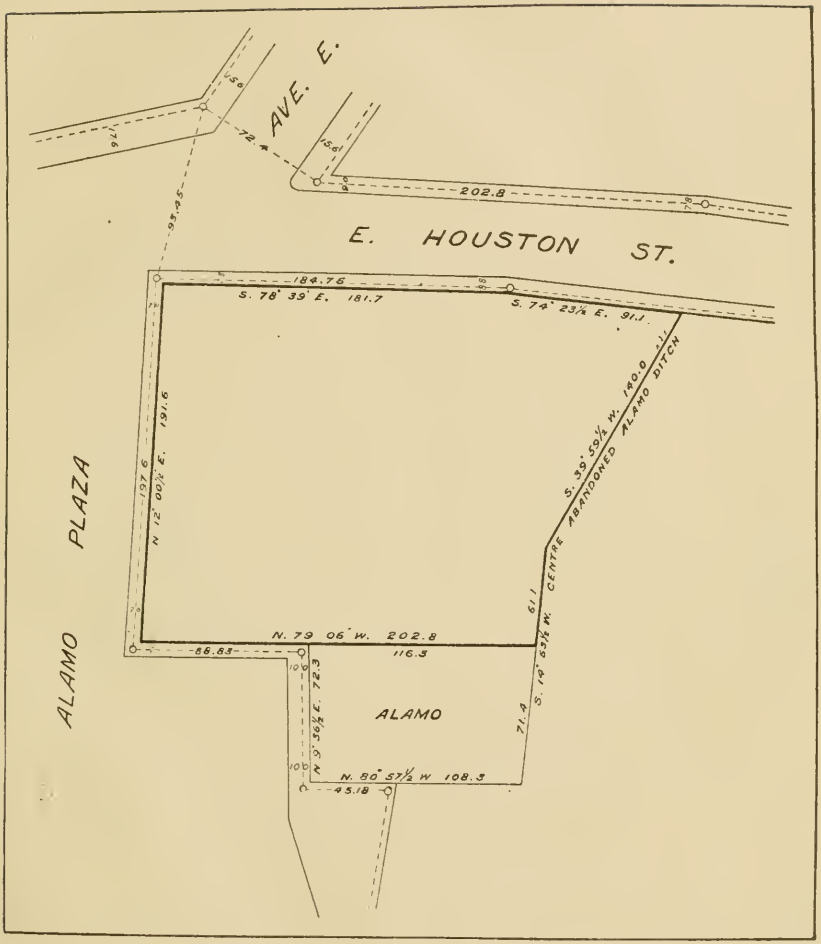
"Sec. 2. That the bounds and limits of said city, and within which the said corporation shall exercise lawful jurisdiction, shall include and comprehend all that tract of land originally granted to and composing said city, with its precincts."

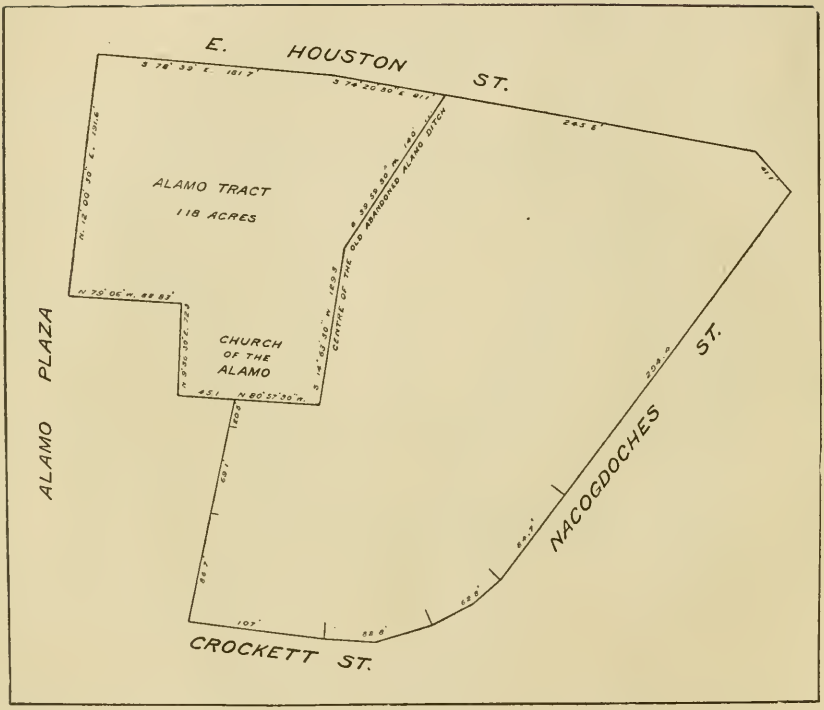
"Sec. 8. That the said council, in conjunction with the justices of the county court, are hereby empowered and authorized to sell and alienate such public lots or parcels of land as may lie within their jurisdiction, and to which there is no legal claimant or title, and also to dispose of such houses or other buildings as may have formerly been the property of the corporation of said city," etc.

Note.—The surveyor James mentioned was Deputy Surveyor of Bexar county, and the field notes of his survey of the city tract are recorded in Book F1, p. 28, of the Surveyor's Record of Bexar county. They include the land involved in this abstract.


Avenue D
Avenue E
Houston
(Formerly Paseo)
Street
S 79 1/16° E.
147.22
125
84.72
73½
S 74° 23½' E.
191.52
N 11° 55' E.
ALAMO CONVENT
S 79½° E 200' 2 7/16"
86½'
ALAMO CHURCH
N 9° 30' E
S 81½° E.
108' 11¾'
115
S 7° 45' W.
11¼ VS 30¼ VS.
LA GALERA
41½ VS
6 VS
6 VS
ALAMO PLAZA
N 17° 25' E.
Alamo Ditch
S 42° 21½' E.
Nacogdoches Street
Crockett Street


ACEQUIA OF THE ALAMO PROPER
S. A. MAVERICK
SQUARE OF THE MISSION
VESUSA TREVINO
CONVENT
YARD OF CONVENT
CHURCH
PRISON
ACEQUIA RUNNING TO LA VILLITA


AVE. E.
E. HOUSTON ST.
202.8
184.75
S. 78° 39' E. 181.7
S. 74° 23¼ E. 91.1
N. 12° 00½' E. 191.6
197.6
S. 39° 59½ W. 1400.0
CENTRE ABANDONED ALAMO DITCH
61.1
N. 79° 06' W. 202.8
86.83
116.3
ALAMO PLAZA
ALAMO
N. 5° 56½ E. 72.3
71.4
S. 14° 53½ W.
N. 80° 57½ W 108.3
45.18
95.35
72.4


E. HOUSTON ST.
ALAMO TRACT
118 ACRES
CHURCH OF THE ALAMO
CENTRE OF THE OLD ABANDONED ALAMO DITCH
ALAMO PLAZA
NACOGDOCHES ST.
CROCKETT ST.

REPUBLIC OF TEXAS
to
THE CATHOLIC CHURCH.

Act of Congress.
Approved Jan. 18, 1841.
Laws of Texas (Gammel's Ed'n) Vol. 2, p. 496.

An Act granting the Alamo Church to the use and benefit of the Catholic Church.

Section 1. Be it enacted by the Senate and House of Representatives of the Republic of Texas, in Congress assembled, That the Church of the Alamo, in the city of San Antonio, be, and the same is hereby yielded and granted for the use of the Catholic Church, upon the same terms and conditions as the churches of Conception San Juan, San Jose and others.

Note.—The following Act, approved Jan. 13, 1841, appears on page 492 of the same volume:

Be it enacted by the Senate and House of Representatives that the Republic of Texas, in Congress assembled that the churches at San Antonio, Goliad and Victoria, the church lot at Nacogdoches, the churches at the Mission of Conception at San Jose, San Juan, Espado, and the Mission of Refuhio, without buildings and lot, if any belonging to them, be, and they are hereby acknowledged and declared the property of the present Chief Pastor of the Roman Catholic Church in the Republic of Texas, and his successors in office, in trust forever for the use and benefit of the Congregation residing near the same, or who may hereafter reside near the same, for religious purposes and purposes of education, and none other; provided, that nothing herein contained shall be so construed as to give title to any land except the lots upon which the churches are situated, which shall not exceed fifteen acres.

THE CITY OF SAN ANTONIO

No. 512. vs.

JOHN ODIN AND E. B. BABBITT.

In District Court of Bexar County, Texas.

Original Petition Filed Jan. 29, 1850.

The City of San Antonio, complaining of John Odin and E. B. Babbitt represents that said City is the owner of that tract of land in the County of Bexar and within the corporate limits of said city, containing about three acres of land on the east side of the San Antonio River, bounded on the east by the Asequia Madre or Main Ditch, on the north by the land formerly claimed by Mariano Roman, now claimed by Samuel A. Maverick, on the west by property claimed by said Maverick and Jesusa Trevino de Sota, on the south by a lot of land known as Alamo Square. Asserts title under acts of Congress of Texas approved Dec. 14, 1837, May 24, 1838, and Jan. 14, 1842, and represents that notwithstanding these acts the said John Odin, as chief pastor or trustee for the Roman Catholic Church in Texas, has set up a pretended claim to said property, and in company with the aforesaid E. B. Babbitt did, on May 1, 1849, and on divers other days between that day and the present enter upon said land and with force and arms took possession of same, etc. With notation that suit is brought to try title, as well as for damages, etc. Prayer accordingly.

Answer of Defendant Odin Filed Sept. 27, 1850.

Pleads not guilty and limitations of three, five and ten years, also possession for religious purposes from the first settlement of San Antonio denies the effect of the statutes set up by the plaintiff and asserts title under Act of Jan. 18, 1841, in favor of the Catholic Church with prayer that he be quieted in his title, et.

Answer of Defendant Babbitt Filed Oct. 21, 1850.

Disclaims any interest in the land involved except by lease from the agent of Bishop Odin.

Judgment. Oct. 25, 1850. Minutes B, p. 271.

Came the parties by their attorneys, and a jury being waived, this cause was submitted to the courts on a written statement of facts filed in the papers of the

cause and arguments of counsel being heard, it is considered, adjudged and decreed by the court that the plaintiff take nothing by its petition, and that the defendants recover their costs in this behalf expended. Whereupon comes the attorney for the plaintiff and gives notice of appeal.

Note.—On appeal this judgment was affirmed by the Supreme Court. See San Antonio vs. Odin, 15 Texas, 539. The agreed statement of facts is copied in the opinion there reported.

CITY OF SAN ANTONIO
to
UNITED STATES OF AMERICA.

Lease Contract.
Dated June 10, 1853.
Filed June 10, 1853.
Recorded in Book J2, p. 552, Deed Records, Bexar Co., Tex.

This agreement made and entered into this tenth day of June, A. D. 1853, between James M. Devine on the part of the City of San Antonio, herein acting as Mayor of said City, and being specially authorized by a resolution and common council of said city of the ninth day of the present month, of the first part, and Major E. B. Babbitt, A. Q. M., of the Eighth Military Department, herein acting in behalf of the Government of the United States, of the Second Part, Witnesseth:

That the party of the first part, for the consideration hereinafter expressed, has this day granted, bargained, released, rented and conveyed unto the party of the second part all those certain buildings, lots, ground, pens, and enclosures and sheds lying, being and situated in the said County of Bexar, in the City of San Antonio, on the east side of the San Antonio River, and known as the Alamo buildings and lots, sheds, pens and enclosures, thereunto belonging, being the same premises for the present and for the last several years occupied and possessed by the Government of the United States as an Arsenal and Quartermasters' Department.

To have and to hold said described premises unto the party of the second part for a term of five years from and after the first day of July next, A. D. 1853, at which date this lease shall begin.

And the party of the second part hereby covenants and stipulates with the party of the first part to pay a rent of one dollar for each and every month said premises may be used and occupied by the Government of the United States, which rent shall be payable quarterly at the end of each and every quarter.

And the party of the second part has the privilege of erecting any buildings, sheds, pens and of making any improvements and repairs on said premises or to said buildings provided the party of the first part shall in no case be bound to pay for such buildings, sheds, pens, improvements and repairs.

Witness our hands, etc.

(Seal) J. M. DEVINE, Mayor.
(Seal) E. B. BABBITT,
Bt. Maj. & Chf. A. Q. M. 8th Dept.

In presence of:
Wm. B. Knox.
C. G. Cook.

THE STATE OF TEXAS,
County of Bexar.

Before me Sam S. Smith, Clerk of the County Court of said County, this day personally appeared J. M. Devine, to be well known, in the instrument of writing on the reverse hereof mentioned to be the Mayor of the City of San Antonio, who in my presence acknowledged that he had signed, sealed and delivered the said instrument of writing in the name of the Corporation of the City of San Antonio, acting by virtue of his office as Mayor, him in that behalf enabling, and declared the same to be the free act and deed of the said corporation for the purposes and considerations therein stated.

In testimony whereof, I, etc., this 10th day of June, A. D. 1853.

SAM B. SMITH,
Clk. C. C. B. Co.

C. M. DUBUIS, ROMAN CATHALIC BISHOP,
to
CITY OF SAN ANTONIO.

General warranty deed.
Dated June 1, 1871.
Filed June 2, 1871.
Recorded in Book W1, p. 237, Deed Records, Bexar Co., Tex.
Consideration: $2500 paid.

I, C. M. Dubuis, Roman Catholic Bishop of said State of Texas herein by virtue of my position and office in the Roman Catholic Church vested with the right to execute this instrument of conveyance, etc.

Do bargain, sell, convey and transfer to the said City of San Antonio, a body corporate within the limits of said County of Bexar empowered to acquire and hold real estate, all that tract, piece, parcel or lot of land lying and being on the eastern side of the San Antonio River in the City of San Antonio and in or adjoining Alamo Plaza: it being the property of the Catholic Bishop or Church property called Gallera and described and bound as follows:

Commeneing at the mark stone on center of Avenue E and Paseo St. for connection. Thence S. 32½ W. 139 varas to the northwest corner of Gallera building. Thence S. 84½ E. 41½ varas, an offset of ½ vara at 11¼ varas from the northwest corner, as shown on plat. Thence S. 9½ W. 6¼ varas. Thence N. 84¼ W. 41½ varas. Thence N. 9½ E. 6¼ varas to the beginning. As per play of C. Hartnett, surveyor and engineer of said City of San Antonio hereto attached and referred to.

And it being understood that the property hereby conveyed and is so conveyed on condition that it shall be dedicated to the public use as an open space and be made a part of and one with the Plazas above and below it now known as the Alamo Plaza and the Plaza de Valero.

To have and to hold, etc.

C. M. DUBUIS,
Bishop of Texas.

U. S. Stamp $2.50.

THE STATE OF TEXAS,
County of Bexar.

Before me, Mortimer Slocum, Clerk of the District Court of said County, personally appeared C. M. Dubuis, Bishop of Texas, to me well known, who to me acknowledged that he as Bishop as aforesaid signed and delivered the foregoing instrument of writing, and he declared the same to be his official act and deed for the purposes and considerations therein stated.

To certify which I hereunto sign my name and affix the impress of my official seal of office in San Antonio this the first day of June, A. D. 1871.

(Seal.)

M. SLOCUM,
Clk. D. C. B. Co.

Note.—See next page for plat and field notes referred to.

Note.—The following is recorded in Book W1, p. 237, as a part of the instrument shown on the next preceding page:

Plat and field notes of Gabia on Alamo Plaza, it being the property of the Catholic Bishop or Church property. Commencing on mark stone on center of Avenue E and Paseo St. for connection. Thence S. 32½ W. 139 varas to N. W. corner of Gabro building. Thence S. 84¼ E. 41½ varas, an offset of ½ vara at 11¼ varas from N. W. corner as shown on plat. Thence S. 9½ W. 6¼ varas. Thence N. 84½ W. 41½ varas. Thence N. 9½ E. 6¼ varas to beginning.

Surveyed San Antonio, May 20, 1871.

C. HARTNETT,
Sr. and Engr.

Scale: 50 varas to one inch. Car. 9° 45′ E.

ROMAN CATHOLIC CHURCH. BY BISHOP JOHN C. NERAZ,
to
THE STATE OF TEXAS.

General Warranty deed.
Dated May 12, 1883.
Filed May 16, 1883.
Recorded in Book 31, p. 265, Deed Records, Bexar Co., Tex.
Consideration $20,000 paid.

Know all men by these presents, that the Catholic Church of the Diocese of San Antonio in the State of Texas, acting by and through John C. Neraz, Catholic

Bishop of said Diocese, its only authorized agent and trustee for the property hereinafter described, etc.

Does grant, bargain, sell, release and convey unto the State of Texas all of that tract or parcel of land situated and lying in the City of San Antonio, county of Bexar, State of Texas, and described by metes and bounds as follows: Beginning for S. W. corner at a point 86 feet 6½ inches S. 79½ E. from the present S. W. Cor. of the old stone convict building. Thence S. 9½ W. just grazing the base of the columns which stand on both sides of the entrance to the church 72 feet two inches. Thence S. 81½ E. just grazing the edge of the S. W. wall of the church 108 feet 11¾ inches to the west edge of the Alamo Ditch. Thence up the Alamo Ditch along its W. edge to a point in the east prolongation of S. wall of convent building and convent yard at 116 feet and 30/100 S. 79½ E. from the place of beginning, thus closing the survey of the site proper, and including within its lines every portion of the Alamo Church property.

Whereas there is reason to believe and it is generally understood that this grantor is sieged and possessed with a surplus strip of ground of some nine feet in width adjoining the above described property and lying on its south side and constituting a part thereof; and, whereas, it is the intention of both parties that the entire Alamo property not heretofore conveyed shall now be conveyed to the State of Texas. Therefore, the said strip of land is hereby conveyed to the State of Texas as fully to all intents and purposes as had the same been herein described by metes and bounds.

With general warranty except as to the strip mentioned.

This property is sold and the money arising therefor is to be used for church and school purposes.

JOHN C. NERAZ,
Bp. of San Antonio.

Witness:
Jno. B. Lubbock.
R. J. Kendall.

STATE OF TEXAS,
Travis County.

Before me, Z. T. Fulmore, County Judge of the County aforesaid, this day personally appeared X. John C. Neraz, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Witness my hand and official seal of the County Court of Travis County, at office in Austin, Texas, May 12, 1883.

Z. T. FULMORE,
County Judge, Travis County, Texas.

(Seal)

ANTHONY DOMINIC PELLICER,
BISHOP OF SAN ANTONIO,
to
HONORE GRENT.

General Warranty deed.
Dated Nov. 30, 1877.
Filed Dec. 1, 1877.
Recorded in Book 7, p. 373, Deed Records, Bexar Co., Tex.
Consideration: $20,000 paid.

I, Anthony Dominic Pellicer, as Bishop of the Roman Catholic Diocese of San Antonio, Texas, etc.

Do grant, bargain, sell, release and convey unto the said Honore Grenet, his heirs, assigns, all that lot or parcel of land lying and being in the County of Bexar, State of Texas, City of San Antonio, and described as follows:

Commencing at the S. W. corner of the old convent building. Thence running in 11½ E. along the outer face of the west wall of the said convent building 191 feet to the N. W. corner of said old convent building. Thence along the south boundry line of Houston street S. 78¾ E. 147 22/100 feet to a point in a line with the east wall of the old convent building. Thence running in a line with said old wall and towards it S. 11 W. 84 72/100 feet to the northeast corner of the old convent yard. Thence S. 78¾ E. 73 feet to a stake on the west bank of the Alamo Ditch. Thence down along the bank of said Ditch to point in line with the south wall of the old convent building and yard for the southeast corner of this lot.

Thence N. 78¾ W. running in a line with the south wall of said convent yard and building about 198—to the place of beginning.

ANTHONY DOMINIC PELLICER,
Bishop of San Antonio.

(Seal)

Attest:
J. Walthall.
Conrad Roth.

THE STATE OF TEXAS,
County of Bexar.

Before me, George R. Dashiell, Clerk of the District Court of said County personally appeared John Walthall to me well known who, after being by me duly sworn, on oath says that in his presence Anthony Dominic Pellicer signed and delivered the instrument of writing hereto annexed, and that the said Anthony Dominic Pellicer declared that he, as the Bishop of San Antonio, had executed the same for the purposes and considerations therein stated, and affiant further says that he and Conrad Roth signed the same as witnesses at the request of the said Anthony Dominic Tellicer.

In testimony whereof I hereunto sign my name and affix the seal of the said court at office in San Antonio the first day of December A. D. 1877.

(Seal)

GEO. R. DASHIELL,
Clk. D. C. B. Co.

HONORE GRENET
to
JOHN C. NERAZ, TRUSTEE.
ANTHONY D. PELLICER,
BISHOP, C. Q. T.

Deed in Trust.
Dated Nov. 30, 1877.
Filed Dec. 1, 1877.
Recorded in Book 7, p. 374, Deed Records Bexar Co., Tex.

Do grant, bargain, sell, release and convey unto the said John C. Neras all that tract, lot or parcel of land lying and being situated in the City of San Antonio, County of Bexar, State of Texas, and described as follows: Commencing at the S. W. corner of the old convent building thence running in 11½ E. along the outer face of the west wall of said convent building 191 feet to the N. W. corner, of said old convent building Thence along the south boundary line of Houston St. S. 78¾ E. 147 feet to a point in a line with the east wall of the old convent yard. Thence running in a line with the said old wall and toward this S. 11 W. 84 72/100 feet to the northeast corner of the old convent yard. Thence S. 78¾ E. 73 feet to a stake on the west bank of the Alamo Ditch. Thence down along the bank of said Ditch to a point in a line with the Sauth wall of the old convent building and yard for the southeast corner of this lot. Thence N. 78¾ W. running in a line with the south wall of said convent yard and building about 198 feet to the place of beginning.

In trust to secure beneficiary in the payment of seven notes of even date herewith, four for $1000 each due respectively on Jan. 1, 1879, 1880, 1881 and 1882 and three for $5000 each due respectively on Jan. 1, 1885, 1887 and 1890, all bearing interest at 9½ per cent from Nov. 1, 1877, payable monthly.

With power of sale in case of default, etc.

(L. S.)

H. GRENET.

Attest:
J. Walthall.
Conrad Roth.

STATE OF TEXAS,
County of Bexar.

Before me George R. Dashiell, Clk. of District Court of said County this day personally appeared H. Grenet, to me well known who to me acknowledged that he had signed and delivered the foregoing instrument of writing and he declared the same to be his act and deed for the purposes and considerations therein stated.

In testimony whereof I hereunto sign my name and affix the seal of the District Court of said county at office in San Antonio this first day of December, A. D. 1877.

GEORGE R. DASHIELL,
Clk. D. C. B. Co.

(Seal)

JOHN C. NERAZ, BISHOP OF SAN ANTONIO, to ESTATE OF HONORE GRENET, DECD.	Release Deed of Trust. Dated Jan. 30, 1886. Filed Feb. 1. 1886. Recorded in Book 46, p. 568, Deed Records, Bexar Co., Tex.

Whereas on Nov. 30, 1877 Honore Genet, now deceased made, executed and delivered to Anthony Dominic Pellicer his certain promissory note for $19,000 in the aggregate to said Pellicer, being then Bishop of San Antonio.

And whereas to secure the payment of the aforesaid notes on the day aforesaid the said Grenet made and executed to J. C. Neraz his certain deed of trust upon the property described as follows, towit: the lot or parcel of land lying and being in the City of San Antonio, Bexar County, State of Texas, bounded on the north by Houston Street, west by Alamo Plaza, South by Alamo Plaza and the Alamo building recently sold to the State of Texas and east by Alamo Ditch. See records of Bexar County, Vol. No. 7, pp. 373, 374 and 375.

And whereas, the said Honore Grenet departed this life on Feb. 22, 1882, and Geo. H. Kalteyer was duly appointed and is now the administrator of the said Grenet estate.

Whereas the said Geo. H. Kalteyer has, as administrator as aforesaid, sold unto Hugo-Schmeltzer the premises above described, and out of the proceeds of said sale has fully paid off and discharged the promissory notes above mentioned.

And whereas, said Anthony Dominic Pellicer has died and J. C. Neraz has been appointed and is now Bishop of San Antonio and successor to said Pellicer as such.

Now, therefore, I, J. C. Neraz, Bishop of San Antonio, for and in consideration of the premises and payment in full of the notes as aforesaid have released and relinquished and by these presents do release, relinquish and re-convey unto the said Geo. H. Kalteyer, Administrator of the estate of Honore Grenet, deceased, all my right, title, claim, interest and demand I had and held to the property above described by virtue of the deed of trust and notes aforesaid, for the benefit of Hugo and Schmeltzer purchasers of said property as above set forth.

JOHN C. NERAZ,
Bp. of San Antonio.

STATE OF TEXAS,
County of Bexar.

Before me Thad W. Smith, County Clerk for and within said State and County on this day personally appeared X. John C. Neraz, Bp. of San Antonio, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this thirtieth day of January, 1886.

THAD W. SMITH,
County Clerk, Bexar County, Texas.

SPANISH GOVERNMENT to NUMEROUS GRANTEES.	Partition of the Labors of the Mission Valero (the Alamo). Recorded in Book 3, p. 302, Spanish Records, Bexar Co., Texas. The original is among the Spanish Archives of Bexar county.

Several notifications to and responses from the residents of said Mission and the President thereof, bearing dates in December 1792 and January 1793, are omitted together with certain orders regulating the proceedings.

In the village of San Fernando, Presidio of San Antonio de Bexar on the 25th day of February, 1793, I, Juan Jose da los Santa Ordinary Alcalde of first choice, by virtue of the foregoing decree of the Sir Governor of this Province, went to the place on the side of the upper labor of the Mission San Antonio Velero, accompanied by the General Procurator of this village, Joaquin Flores y Seneeja, and him who is acting as surveyor, Pedro Huizahr, and arriving there the distribution and partition was made by said Huizahr of the aforesaid land given to each of the individuals or the residents who were of the old Presidio

of the Adaes one suerte of land sufficient to amply plant six pecks of corn, which I witness with said procurator, and therefore I, the said Judge by verbal order for that purpose, which I had from the Sir Governor of this Province, Lieut. Col. Manuel Munos, placed them in possession one by one of their suertes which were allotted to them quiet and peacefully, in the name of his Majesty whom God guards using and observing all the ceremonies, formalities and requisites which are necessary and which are required by common use and having also ordered them to pull weeds and throw stones, which they executed, to the four winds, in faith of having found themselves royally in possession, etc., and by the same it is given to them that they may take it and profit thereby, they, their heirs and successors, they being notified as I did notify them that they settle thereon and cultivate same within the time required by law, and that they should not sell it or mortgage it without the indispensable permission and express license from the Governor of the Province, and in consequence of the Sir Governor's orders, one and the others should be placed on a permanent list of these proceedings, giving their names with designation of Adaesenos and those who are not. It was executed in the form and manner following:

LIST OF ADAESENOS.

No. 1 to Manuel Martinez.
No. 2 to Jose Maria Rodriguez.
No. 3 to Manuel de los Santos.
No. 4 to Joachin Musques.
No. 5 to Mariano Salinas.
No. 6 to Juan Martines.
No. 7 to Manuel Franco.
No. 8 to Bernardo Zervantes.
No. 9 to Francico Carmona.
No. 10 to Luis de Castro.
No. 11 to Nepomuceno Sanmiguel.
No. 12 to Manuel de Alcala.
No. 13 to Felis Guerrero.
No. 14 to Franco Anto. Guerrero.
No. 15 to Luis Ramires.
No. 16 to Domingo Carmona.
No. 17 to Juan de la Zerda.
No. 18 to Jose Ramires.
No. 19 to Matias del Rio.
No. 20 to Jose Anto. Acosta.
No. 21 to Franco. Zerda.
No. 22 to Fernando Zerda para al Frente.
No. 23 to Gaspar Ydalgo.
No. 24 to Miguel Losoya.
No. 25 to Sipriano Losoya.
No. 26 to Jose de Zepeda.
No. 27 to Manl. de la Cruz.
No. 28 to Manl. Losoya.
No. 29 to Luis Hernandez.
No. 30 to Jose Serafin Manzola.
No. 31 to Ambrocio Zepeda.
No. 33 to Diego de Herrera.
No. 34 to Thomas Maldonado.
No. 35 to Teodor de la Zerda.
No. 36 to Pablo Flores.
No. 37 to Antonio Chiver.
No. 38 to Lorenzo Ramos.
No. 39 to Xavier de Zepeda.
No. 40 to Luis Cruz.

Follows those who joined the Adaesenos and also took land as aforesaid:

No. 41 to Manuel Anto. Paniaga.
No. 42 to Carlos Casillas.
No. 43 to Gregoric de Herrera.

No. 44 to Jose Anto. Ramos Medrano.
No. 45 to Jose Manzola.

Follows those which were at the Mission who also were given land from the Madre Ditch eastward.

No. 1 to Maria de Estrada.
No. 2 to Miguel de Gortari.
No. 3 to George de los Santos.
No. 4 to Jose Anto. Martines.
No. 5 to Jose Ygnacio Galvan.
No. 6 to Fermin Ramires.
No. 7 to Juana Gamboa.
No. 8 to Juan de los Rios.
No. 9 to Matiana Galindo.

Follows the residents of the Presidio who joined the aforesaid:

No. 1 Jose Flores.
No. 2 Roverto Nuez.

With respect that these preceding have been concluded, they were sent by me to the superior court of the Governor, from which my commission emanated, for the effects which are most convenient. So I decreed, ordered and signed, I, Juan Jose de la Santa, Ordinary Alcalde of first choice, in the absents of the actual Alcalde, with my assisting witnesses, in the absents of a notary, and on the present common paper becaused there is none sealed, and Joaquin Flores, the General Procurator, and Pedro Huizar, the surveyor, also signed, in this the foresaid village, on said day and month and year, to which i certify.

JUAN JOSEPH DE LA SANTA.
JOAQUIN FLORES.
PEDRO HUIZAR.

Witnesses:
Luis Flores.
Antonio Romero.

On March 20th, 1793, Manuel Munos, Governor of the Province of Texas, approved the proceedings, becaused the representative of said residents has signified that the people who represents were satisfied and acknowledged themselves in possession of said land, etc., and they will be passed to the hands of the commanding general, so that after he views the same he will notify this Governor that which to him seems best, etc.,

On Oct. 28, 1793, Pedro De Nava, the commanding general referred to, returns the proceedings to the Governor, so that the same may be placed in the archives of the Government in his charge and that interested parties may immediately obtain copies to serve them as title, etc..

Note.—The record is in Spanish, and this translation was made for the Abstractors by Mr. Ben S. Fisk.

MARIANA ROMANO
to
SAMUEL A. MAVERICK.

General Warranty Deed.
Dated July 22nd, 1841.
Filed Sept. 24, 1841.
Recorded in Book A2, p. 470, Deed Records, Bexar County, Texas.
Consideration $40.00 paid.

Grant, bargain, sell and release unto said Maverick all that lot or parcel of ground situated and fronting upon the north end and east side of the public square or plaza of the Alamo and extending back from said square to the point of conjunction and forks of the two sequis, the one running towards La Villita forming the eastern boundary line of this lot of lan, and the other sequis running by the northwest corner of the said square forming the northwest boundary of this lot of land, and occupying and taking all the land lying between and upon said sequias and all the front on and privileges of said sequias.

Beginning at the southeasternmost corner, near the church on the La Villita sequia. Thence running up said sequia to the aforesaid forks, where the other

sequia begins. Thence down the said other sequia to the stone house standing at the northwest corner of said Alamo square, occupying and embracing the whole of the narrow strip of ground lying between said sequia and said public square and all the front on said north side of said square, except only a small portion near said northeast corner, which was the site of the house of one Reyes, but originally a portion of this lot, and so likewise occupying and embracing all the east side of said public square from the northeast corner down to the house called La Galera, from corner from house (on the first square) the boundary line of which lot (whereby conveyed) runs eastward with the wall of said house and on and along with an old stone fence to the corner of an inclosure where said fence stops and turns southward. Thence the line runs southward with said old stone fence and as far as said fence extended, and down to where this lot terminates close to the church, and where the line once more turning eastward (or south 79 east) in the distance of a very few paces reaches the aforesaid sequia, which forms our eastern boundary.

To have and to hold, etc.

(Seal) MARIANO His X Mark. ROMANO.

Witnesses:
J. R. Black.
Juan M. Peramende.

REPUBLIC OF TEXAS,
County of Bexar.

I, Thomas H. O's. Addicks, Clerk of the County Court and ex-officio Recorder in and for said County, hereby certify that John R. Black this day personally came before me and being duly sworn deposed that he subscribed as a witness, when the above named Mariano Romano executed the foregoing instrument of writing by making a mark of the cross within his name and acknowledged the same to be his act and deed for the purposes therein set forth.

In testimony whereof I hereunto set my hand and the seal of the County at my office in San Antonio on this 24th day of September A. D. 1841.

(L. S.) THOS. H. O's. ADDICKS, Clk.

FIELD NOTES OF S. A. MAVERICK SUERTE NEAR ALAMO. Recorded in Book 1, p. 114, city engineer's office, city of San Antonio.

Plat and field notes of a lot or tract of land situated in the forks of the ditch running past the Church of the Alamo to the Villita and that running on the west side of the old Mission of the Alamo, or San Antonio de Valero, said lot surrounding the northern portion of the square or plaza of the aforesaid mission, surveyed for S. A. Maverick.

Beginning at the N. W. corner of the old Convent or residence of the padres of the mission. Thence along north wall of said buildings S. 78¾ E. 7.08 varas (19 ft. 8 in.) to its N. E. corner and 53 varas to a point in a line with the east wall of the old Convent yard, which ran from the N. E. corner of the chapel and vestry building (on north side of the church) in the direction of N. 11 W. Thence running in a line with said old wall and towards it S. 11 W. 30½ varas to the N. E. corner of the old convent yard. Thence S. 78¾ E. 26¼ vas. to a stake on the Villita Ditch. Thence up said ditch N. 46½ E. 26½ vas. N. 23⅜ E. 49 vas., N. 50¾ E. 84 vas., to a stake in the junction of this ditch and that running north and west of the buildings of the mission. Thence down the latter ditch N. 85 W. 19½ vas. to a willow, N. 81 W. 139 vas. to a point in a line with east wall of the old convent. Thence S. 75⅛ W. 87¼ vas. to the N. W. corner of the muralla or outer wall of the mission, which is about 4 vas. from the ditch. Thence keeping down the same ditch S. 64¾ W. 30¼ vas., S. 10¾ W. 30 vas. and S. 2½ W. 38 vas. to a stake on the edge of ditch. Thence with north line of the lot and house of Da. Jasusita Trevino and passing along the north side of chimney of said house S. 79⅝ E. 25⅓ vas. to the mission square. Thence along the west side of said square N. 8½ E. 22.20 vas. and N. 7⅝ E. 62.80 varas to the N. W. exterior corner of the mission wall or muralla of the mission.

Thence along north side of said wall S. 75§ E. 51.90 vas. Thence running across said wall (which is about 1.08 varas thick) and six varas beyond it to cover the building site of Carmel de los Reyes, S. 10 W. 7.08 vas. Thence S. 75§ E. 20 vas. to the N. E. corner of the mission square. Thence along the east side of said square S. 10 W. 52.4 vs. to the beginning. But leaving a passage 2 varas wide on the north side of the old convent by which access may be had to the yard on the east side of said convent from the square of the mission.

San Antonio, December 1849.

F. GIRAUD,
City Sr. Br.

Note.—For copy of plat referred to, see page 2 of this abstract.

ESTATE OF SAMUEL A. MAVERICK, DECEASED.

No. 921.

IN PROBATE COURT OF BEXAR COUNTY, TEXAS.

Probate of Will. Oct. 4, 1870. Minutes G, p. 374.

This cause coming on to be heard, proof of the validity of the writing herein filed as the last will and testament of Samuel A. Maverick, deceased, having been made by the testimony of Theodore Baldus and Juan Barrera, two of the subscribing witnesses to said will, which testimony was taken down, sworn to and subscribed by said witnesses in open court, the court being satisfied that the notices required by law have been given, and no opposition being made or filed thereto.

It is therefore ordered, adjudged and decreed by the court that the writing herein filed, purporting to be of the last will and testament of Samuel A. Maverick, dec'd., be and same is hereby admitted and probated as the true, valid and original last will and testament of the said Samuel A. Maverick, decd.

It is further ordered by the Court that the said original last will and testament, together with the proof thereof, be recorded by the Clerk and that letters of executorship issue to Mary A. Maverick on her taking and subscribing the oath required by law, no bond being required under the will.

Oath. Filed Oct. 4, 1870. Bonds A, p. 331.

I do solemnly swear that the writing which has been offered for probate is the last will of Samuel A. Maverick, so far as I know or believe, and that I will well and truly perform all the duties of executrix under the said will, so help me God.

Signed and sworn to by Mary A. Maverick on Oct. 4, 1870.

Will of Deceased. Filed Oct. 4, 1870. Wills A, p. 105.

S. A. Maverick's will.

Considering the dangers of travel, it is at least prudent to make as I do this my last will and testament and deed in fee simple of all and singular the lands and property, real personal or mixed, held, owned, possessed or claimed by me in this or any other state or country (except as hereinafter excepted). I, Saml. A. Maverick, do hereby devise, give and grant in fee simple, the one moiety or half to my wife Mary A. and the other half in equal shares to my living children Sam, George M., Willie H., Mary B. and Albert. And if my wife should die before I do, or either of said children without leaving wife or child living at my death, then the survivors to have the property according to the above disposition. All the property not distributed at my sd. wife's death is to go toward equalizing the value of each child's share.

So long as Mary A. finds it convenient, I wish her to exercise ownership and chief control of this administration, without her giving and bond whatever or being bound to account to any court, but merely having this my will put upon the records of deeds, etc., in Bexar County and anywhere else she pleases. And all transfers made by my said wife to the children or to any other persons by way of bargain and sale shall be good and effectual, without the orders or intervention of any court or authority. Said Mary A. can, if she pleases, associate with her (permanently or from time to time) any of the said children in the administration of this estate. In case of my said wife's death, any one or more of said children may go on with the administration as my executor or admr.

of this will, upon putting on record in Bexar Co. a little agreement of all the surviving children. And to this end the minors Mary B. and Albert shall have the same effect and power to sign and act as those of full age. (And here I will add that I consider the said minors do not require to have any legally appointed or other guardian than their mother's natural protection.) And such child or children as shall carry on the administration of this will shall be excused and saved from the inconvenience of giving bond for faithful performance, provided no one of the other children shall demand in writing that such bond be given.

I hereby except out of the bulk of my estate the house and lot at the N. W. corner of the Plaza by the sequia, given to my daughter-in-law, Ada Bradley Maverick and such other property as said Mary A. may think proper to convey to her.

This paper is written hastily, but after a life-long determination as to its main features. And I hereby revoke a similar disposition (and all other wills) up to this date. San Antonio, 29th of October. 1869. The chief use of this will be to save my executors from going into bond and probate court, with long winded inventories, etc.

Signed, SAMUEL A. MAVERICK.

At the request of S. A. Maverick, who says the foregoing is his last will and testament, we subscribe as witnesses to his signature, all present and seeing each sign at the same time.

Frank Reicherzen
Theodore Baldus
Juan E. Barrera

(Proof by the three witnesses named follows)

MARY MAVERICK, FOR HERSELF AND AS EXECUTRIX, to GEORGE M. MAVERICK.

Power of Attorney.
Dated May 13, 1871.
Filed May 19, 1871.
Recorded in Book WI, p. 218, Deed Records, Bexar County, Tex.

I, Mary A. Maverick, etc., as executrix of the estate of my deceased husband, Samuel A. Maverick and likewise in my own right, do hereby nominate, constitute and appoint my son, George M. Maverick my true and lawful attorney for me and in my name as executrix and in my own right, to sell, lease, dispose of or compromise, to purchase, bargain, contract for, sue and defend all suits for land or other property, to the same extent that I could do were I personally present, and generally to do and perform all acts which I could do as executrix, or in my own right in the management or disposal of the property aforesaid, with full power of substitution.

This letter of attorney is irrivocable until the first day of Jan. 1872, and all lawful acts performed by virtue of the by my attorney aforesaid George M. Maverick shall be as binding on me as if performed by myself in person, either within or without the limits of the State of Texas, wherever there is any property of the estate of S. A. Maverick deed. or of mine.

MARY A. MAVERICK and
MARY A. MAVERICK as extrx.

In the presence of:
T. Pasche
A. L. McLane

U. S. Stamp $1.00.

STATE OF TEXAS,
County of Bexar.

Before me, Mortimer Slocum, Clk. of District Court of said County personally appeared A. L. McLane, one of the subscribing witnesses to the foregoing instrument of writing, to me well known, who to me on oath acknowledged that in his presence Mary A. Maverick, for herself and as executrix of the estate of S. A. Maverick, deed. signed and delivered the foregoing instrument of writing, and that she declared the same to be her act and deed for the purposes and considerations therein stated, and that he deponent and T. Pasche signed the same as witnesses at the request of the said M. A. Maverick.

To certify which I hereunto sign my name and affix the impress of my official seal, at office in San Antonio, this 19th day of May, A. D. 1871.
(Seal)
M. SLOCUM,
Clk. D. C. B. Co..

By Ed Huppertz, Deputy.

MARY A. MAVERICK, FOR HERSELF AND AS EXECUTRIX, to WILLIE H. MAVERICK.

General Warranty Deed.
Dated May 31, 1872.
Filed June 1, 1872.
Recorded in Book W2, p. 336, Deed Records Bexar County, Tex.

Whereas by the last will and testament of Samuel A. Maverick, deceased, which was on the 4th day of October, 1870 duly probated and recorded in the Probate Court of said county Mary A. Maverick was nominated and appointed executrix thereof and on the same day letters testamentary to the said Mary A. Maverick as executrix of the estate of said Samuel A. Maverick, decd. were ordered and issued by the said court.

And, whereas full power and discretion is given by the said will to me as executrix in the bargain and sale of land, without any orders of the probate court whatever.

Know all men that I, Mary A. Maverick, on my own part and as executrix of said estate for and in consideration of the sum of $10.00 (and other considerations below stated) to me in hand paid by Willie H. Maverick, etc.

Do grant, bargain, sell, convey and deliver unto the said Willie H. Maverick, his heirs and assigns, all that tract or parcel of land lying and being in the County of Bexar, City of San Antonio, and described as follows towit: Two lots fronting each other on Houston St., East of Alamo Square, now occupied by the United States Government. The first lot is bounded as follows: N. W. by Avenue E. N. by Alamo Branch Ditch, E. by John Stevens and main Alamo Ditch, and S. by Houston St. The second lot is bounded N. by Houston St., E. by main Alamo Ditch and S. and W. by property of the Catholic Church. This property is deeded to Willie in accordance with my husband's last will and testament, requesting me to equalize the properties of the children.

To have and to hold, etc. with warranty binding self and heirs, etc.
(Signed)
MARY A. MAVERICK and
MARY A. MAVERICK, Extx.

In the presence of:
Alex E. Sweet
G. W. Bartholomew, Jr.
U. S. Int. Rev. Stamp 50c.

STATE OF TEXAS,
County of Bexar.

Before me, Alex. E. Sweet, a Notary Public of said county personally appeared Mary A. Maverick, to me well known, who to me acknowledged that on her own part and as executrix of the estate of S. A. Maverick, she signed and delivered the foregoing instrument of writing, and she declared the same to be her act and deed for the purposes and considerations therein stated.

To certify which I hereunto sign my name and affix the impress of my official seal at office in San Antonio this 31st day of May, A. D. 1872.
(signed)
(seal)
ALEX E. SWEET,
Notary Public B. C.

W. H. MAVERICK to HONORE GRENET.

General Warranty Deed.
Dated Jan. 25, 1878.
Filed Jan. 26, 1878.
Recorded in Book 5, p. 538, Deed Records Bexar County, Tex.
Consideration $2750 paid.

Grant, bargain, sell, convey and deliver unto the said Honore Grenet, his heirs and assigns, the following described property situated in the State of

Texas, county of Texas and City of San Antonio, that portion of Alamo Block described as follows:

Commencing for the northwest corner at a point on the south line of Houston st. 53 varas (147 22/100 feet) S. 78¾ E. from the northwest corner of said Alamo block, S. E. intersection of Alamo Plaza with Houston St., Thence S. 11 W. 30½ varas (a4 27/100 feet) for S. W. corner. Thence S. 78¾ E. 26½ varas (73½ feet) to Alamo ditch for S. E. corner. Thence up said ditch to Houston St. for N. E. corner. Thence N. 78¾ W. 45 varas (125 feet) along Houston Street to beginning.

For title see deed Marianno Romano to S. A. Maverick July 27, 1841, recorded in Bexar County Book A, No. 2, p. 470 and Deed S. A. Maverick, by executrix W. H. Maverick, May 31, 1872, recorded in Bexar County in Book W. No. 2, p. 336. The said deeds are hereby made part of this instrument.

To have and to hold, etc.

(signed) WM. H. MAVERICK.

In the presence of:
E. H. Terrell
Wm. H. Young.

STATE OF TEXAS,
County of Bexar.

Before me, Wm. H. Young, a Notary Public in and for said county personally appeared W. H. Maverick, to me well known, who acknowledged that he signed and delivered the instrument of writing on the reverse hereof and he declared the same to be his act and deed for purposes and considerations therein stated.

To certify which I hereunto sign my name and affix my official seal at office in San Antonio this the 25th day of January, A. D. 1878.

WM. H. YOUNG.

(seal) Notary Public of Bexar County, Texas.

MARGUERITE GRENET BOWMAN AND HUSBAND, P. G. BOWMAN, to BRYANT CALLAHAN.

Power of Attorney.
Dated March 10, 1882.
Filed March 13, 1882.
Recorded in Book 22, p. 233, Deed Records, Bexar Co., Tex.

In consideration of the sum of $3,140 to me in hand paid by Bryant Callahan, etc., do hereby make, constitute and appoint the said Bryant Callahan my true, sufficient and lawful attorney, irrevocable, for me and in my name place and stead to collect by due process of law or otherwise my share of the estate of my father Honore Grenet, decd. as well as my interestate in the estate of my mother, Madelene Coll Grenet, decd. and to carry out the above power and to facilitate the settlement of said estate, I hereby authorize my said attorney to compromise and compound my interest in said estate, and to execute any and all papers which may be necessary and proper to effect the purposes for which this power of attorney is given, further authorizing my attorney to receive and receipt for any property, real, mixed or choses in action, as he may think a fair and just proportion of my interest in said estates, taking into consideration the difficulty which attends the settlement of all estates, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall do or cause to be done by virtue hereof.

MRS. P. C. BOWMAN.
P. O. BOWMAN.

THE STATE OF TEXAS,
County of Bexar.

Before me, W. W. Herron, Notary Public of Bexar County, on this day personally appeared P. C. Bowman and Mrs. P. G. Bowman, wife of P. G. Bowman, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and each acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Mrs. P. G.

Bowman acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 10th day of March, A. D. 1882.

W. W. HERRON,
(Seal) Notary Public, Bexar County, Texas.

MARGARITA GRENET BOWMAN AND HUSBAND, P. B. BOWMAN, to BRYAN CALLAHAN.

Power of Attorney.
Dated Aug. 5, 1884.
Filed Aug. 11, 1884.
Recorded in Book 38, p. 164, Deed Records, Bexar Co., Tex.

Do nominate, constitute and appoint Bryan Callahan, etc., our true and lawful agent and attorney in fact for the purpose of selling and making good and sufficient deeds in law, so far as regards any interest we may have in and to the following described property, towit:

(First two tracts, in San Antonio, Texas, not here under search.)

3rd. That tract of land in said State and City known as the Alamo property, and bounded on the north by Houston Street, west by Alamo Plaza, south by Alamo Plaza and the old Alamo Church, and on the east by Alamo Ditch.

(And other land not here under search.)

And by these presents we further authorize and empower our said agent and attorney to sell and in our names and steads to make titles to any and all lands or lots save and except our interest in and to that certain tract or lot of land in San Antonio, Texas, situated on the corner of Crockett and Nacogdoches Streets, consisting of lots No. 21 and 22, being the old store and warehouses of our deceased father.

Giving and granting under our said agent and attorney by these presents as full and whole power, strength and authority in and about the premises as if we were personally present at the doing thereof.

MARGARITA GRENET BOWMAN.
PEYTON G. BOWMAN.

THE STATE OF SOUTH CAROLINA,
County of Sumter.

Before me, Charles E. Bartlett, a Notary Public, on this day personally appeared Peyton G. Bowman, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Also on the same day personally appeared Mrs. Margarete Grenet Bowman, wife of said Peyton G. Bowman, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Margarita Grenet Bowman acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 5th day of August, A. D. 1884.

CHARLES E. BARTLETT.
Notary Public.

EDWARD GRENET to HENRY BRAUN.

Power of Attorney.
Dated July 16, 1884.
Filed Aug. 11, 1884.
Recorded in Book 38, p. 166, Deed Records, Bexar Co., Tex.

Do nominate, constitute and appoint Mr. Henry Braun my true and lawful agent and attorney in fact for the purpose of selling and making good and sufficient deeds in law so far as regards any interest I may have in and to the following described property, towit:

(First two tracts in San Antonio, Texas, not here under search.)

3d. That tract of land in said State and City, known as the Alamo property and bounded on the north by Houston Street, west by Alamo Plaza, south by Alamo Plaza and the old Alamo Church, and on the east by Alamo Ditch.

(And other tracts not here under search.)

And by these presents I further authorize and empower my said agent and attorney to sell and in my name and stead to make titled to any and all lands or lots save and except my interest in and to that certain tract or lot of land in San Antonio, Texas, situated on the corner of Crockett and Nacogdoches Streets, consisting of lots Nos. 21 and 22, being the old store and warehouse of my deceased father.

Giving and granting unto my said agent and attorney by these presents as full and whole power, strength and authority in and about the premises as if I was personally present at the doing thereof.

EDW. GRENET.

Witnesses:

Robert M. Hooper
Ch. F. Therriott.

Consulate General of the United States of America for France, Paris.

Be it known that on the 16th day of July, 1884, before me the undersigned Robert M. Hooper, Vice Consul General of the United States of America at Paris in France, personally appeared Edward Grenet, personally to me known and known to me to be the person described in and who executed the within instrument and acknowledged to me that the execution thereof freely and voluntarily for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and seal of office the day and year above written.

ROBERT M. HOOPER,
Vice Consul General of the United States of America at Paris, France.

(Seal)

EDWARD GRENET
to
HENRY BRAUN.

Power of Attorney.
Dated April 22, 1885.
Filed April 22, 1885.
Recorded in Book 34, p. 627, Deed Records Bexar Co., Tex.

I, Edward Grenet, etc., one of the surviving heirs of Honore Grenet, deceased for and in consideration of one dollar to me in hand this day paid by Henry Braun, etc., and in consideration of the confidence I impose in said Henry Braun, do make, constitute and appoint said Henry Braun my true and lawful agent and attorney in fact for me and in my name, place and stead as heir aforesaid to bargain, sell, grant, release and convey to such person or persons, and for such sum or sums of money or other consideration or considerations as my said attorney shall deem most to my advantage and profit all the estate, both real and personal to which I am entitled as heir aforesaid of the said Honore Grenet, decd. and upon such sale or sales convenient and proper deeds with such covenant of warranty as to my said attorney shall seem expedient in due form of law as my deed or deeds to make, seal, deliver and acknowledge and for me and in my name to accept and receive all and every sum or sums of money or other consideration whatsoever which shall be coming to me on account of the said sale or sales and upon the receipt thereof suitable aqquitances in my name and stead to make, seal and deliver, and to deposit said sum or sums of money to my credit in the San Antonio National Bank and upon such deposit proper receipts in my name to take from said bank. Hereby ratifying and confirming all lawful acts done by my said attorney by virtue hereof and generally giving to my said attorney full power touching the premises, to execute all things in as ample a manner as I might do if personally present, and I do further reserve the right of revocation or substitution. This power of attorney cancels and revokes all previous powers of attorney previously given by me.

EDW. GRENET.

STATE OF TEXAS.
County of Bexar.

Before me, A. S. Chevalier, Notary Public in and for Bexar County in the State of Texas on this day personally appeared Edw. Grenet known to me to be the person whose name is subscribed to the foregoing instrument and acknowl-

edged to me that he issued the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 22d day of April, 1885.

A. S. CHEVALIER,
Notary Public, Bexar Co., Tex.

(Seal)

AUGUST GRENET
to
JOHN J. STEVENS.

Mortgage.
Dated May 5, 1882.
Filed May 10, 1882.
Recorded in Book .., p. 75, Deed Records, Bexar Co., Tex.

Whereas, August Grenet and justly indebted to John J. Stevens in the sum of $1,180, as is evidence by my promissory note of even date hereof, payable 12 months after date, and being interest at 12 per cent after maturity.

An whereas I am entitle as heir of my father, Honore Grenet, and as heir of my deceased mother, as is shown by the last will and testament of said Honore Grenet, deceased, to one-fifth interest in the estate of said Honore Grenet and in the community estate of my deceased mother.

And whereas, I am desirous of securing more effectually the payment of said indebtedness and all interest due thereon.

Now, therefore, no all men by these present, that I August Grenet, in consideration of the premises, do grant, sell and convey and set over unto the said John J. Stevens all my right, title and interest in said estate of my deceased father and mother. To have and to hold the same as a lien or security for the payment of my said indebtedness.

And I further authorize and empower the said John J. Stevens or assigns or holder of said promissory note to collect from the executor of the estate of said Honore Grenet, out of moneys coming to me as heir of said father and mother, a sum of money sufficient to pay said Stevens what may be due him on said note. And I hereby authorize and empower said executor to pay to said John J. Stevens whatever may be due on said note; and said Stevens is authorized to receipt for said money and the same shall be a charge against me in settling with the executor of said estate.

And I hereby ratify and confirm all and everything which my said attorney may lawfully do in the premises. And I hereby nominate, constitute and appoint the said John J. Stevens my true and lawful attorney for me and in my name to collect from said executor moneys sufficient to pay said note and all interest due thereon.

AUGUST GRENET.

STATE OF TEXAS,
County of Bexar.

Before me P. H. Ward, a notary public in and for Bexar County, on this day personally appeared August Grenet, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of May, A. D. 1882.

P. H. WARD,
Notary Public, Bexar County, Texas.

(Seal)

JOHN J. STEVENS
to
MRS. KATE L. STONE.

Transfer of Mortgage.
Dated Nov. 17, 1901.
Filed Dec. 9, 1901.
Recorded in Book 199, p. 197, Deed Records Bexar Co., Texas.
Consideration one dollar, paid.

Bargain, sell, release and for ever quick claim unto the said Mrs. Kate L. Stone, heirs and assigns, all my right, title and interest in and unto that tract or parcel of land, lying in the County of Bexar, and State of Texas, described as follows, to wit: All the rights, interest or title vested in me by a deed dated May 5, 1882, and recorded in Volume 23, p. 75, in the deed records of Bexar County, Texas, wherein August Grenet, creates in me a power of attorney and vests in

me a mortgage to all his interest in the the estate of his father, Honore Grenet, deceased.

To have and to hold, etc.

JOHN J. STEVENS.

STATE OF TEXAS
County of Bexar.

Before me Geo. R. Hines, a Notary Public in and for Bexar County, Texas, on this day personally appeared John J. Stevens known to me to be the person who is subscribed to the foregoing instrument, and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 18th day of November 1901.

GEO. R. HINES,
(Seal) Notary Public, Bexar County, Texas.

JOHN J. STEVENS
to
AUGUST GRENET.

Release of Mortgage.
Dated May 15, 1902.
Filed May 21, 1902.
Recorded in Book 206, p. 258, Deed Records, Bexar Co., Tex.

Whereas, on May 5, 1882 August Grenet did execute, acknowledge and deliver to John J. Stevens of Bexar County, Texas, a certain mortgage on all his real estate situate, lying and being in the County of Bexar in said State of Texas, which said mortgage is of record in Vol. 23, p. 75, in the Deed Records of Bexar County, Texas, and to which reference is hereby made, to secure the prompt payment of a certain promissory note executed by the said August Grenet and payable to the order of John J. Stevens, as follows: One note for $1180. due 12 months from May 5, 1882 and bearing interest from maturity at 12 per cent per annum.

And, whereas, said note with accrued interest thereon has been fully paid, and at the time of such payment said note was the property of said John J. Stevens.

Now, therefore, etc., do by these presents remise, release and quit claim unto the said August Grenet, heirs and assigns the lien heretofore existing on said premises by virtue of said mortgage, and do hereby declare the same fully released and satisfied.

JOHN J. STEVENS.

Witnesses:
T. E. Joiner.
Adolph Wessely.

STATE OF TEXAS,
County of Bexar.

Before me, Geo. R. Hines, Notary Public in and for Bexar County, Texas, on this day personally appeared John J. Stevens, known to me to—the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 16th day of May A. D. 1902.

GEO. R. HINES,
(Seal) Notary Public, Bexar Co., Texas.

AUGUST GRENET
to
BRYAN CALLAHAN.

Mortgage.
Dated May 22, 1882.
Filed May 22, 1882.
Recorded in Book 17, p. 553, Deed Records Bexar Co., Tex.

Whereas I am justly indebted to Bryan Callahan in a large sum of money, as evidenced by my promissory note of even date hereof, payable three months after date and bearing interest at the rate of 12 per cent per annum after maturity. And whereas, I am entitled as heir of my father Honore Grenet and as heir of my deceased mother, as is shown by the last will and testament of said Honore Grenet and in the community estate of my deceased mother.

And whereas, I am desirous of securing more effectually the payment of said

indebtedness and of any and all other future sums which the said Callahan may advance to me in person, as well as all interest due or to be due thereon, it being understood that all sums of money advanced to me by the said Callahan shall bear interest from the date upon which said advance is made at the rate of 12 per cent per annum until paid.

Now, therefore, etc., grant, sell and convey and set over unto the said Bryan Callahan all my rights title and interest in said estates of my father and mother, and empower the said Callahan to collect from the executor of the extate the said Honore Grenet my entire interest and share in said estate, and I hereby authorize and empower said executor to deliver and set over unto the said Callahan my interest as aforesaid in said estates, hereby declaring that the receipt of Bryan Callahan to said executor for my interest and share in said estate shall be sufficient to discharge said executor and to dispense and release the said executor from any and all claims which I have and may have against him in his capacity aforesaid.

And I do hereby nominate, constitute and appoint the said Bryan Callahan my true sifficient and lawful attorney, irrevocable for me and in my name hereby ratifying and confirming all and every thing which my said attorney may do in the premises.

AUGUST GRENET.

STATE OF TEXAS
County of Bexar.

Before me, Sam S. Smith, County Clerk of Bexar County, on this day personally appeared August Grenet, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and official seal at office in San Antonio this 22d day of May A. D. 1882.

SAM S. SMITH,
County Clerk, Bexar Co., Texas.
By Juan E. Barrera, Deputy.

(Seal)

BRYAN CALLAHAN
to
AUGUST GRENET.

Release of Mortgage.
Dated Feb. 8, 1886.
Filed March 20, 1886.
Recorded in Book 43, p. 70, Deed Records, Bexar Co. Tex.

Whereas, the promissory note and the indebtedness of August Grenet to Bryan Callahan more fully described in the mortgage coupled with a power of attorney bearing date May 22, 1882, and made and delivered by said Grenet unto said Callahan, duly recorded in the registry of Bexar County, in Vol. 17, p. 553 and 554, has been fullly paid and satisfied by said Grenet.

Now, therefore, know all men by these presents, that I, Bryan Callahan the holder and owner of said note and mortgage, do hereby declare the same to be canceled and extinguished and released and relinquished unto said August Grenet and to his heirs or assigns forever.

BRYAN CALLAHAN.

STATE OF TEXAS.
County of Bexar.

Before me, J. H. French, Notary Public in and for Bexar County, Texas, this day personally appeared Bryan Callahan, known to be to be the person whose name is subscribed to the foregoing instrument of writing and acknowledged to me that he signed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 18th day of February, A. D. 1886

J. H. FRENCH,
Notary Public, Bexar County, Texas.

(Seal)

AUGUST GRENET
to
MARY G. CALLAHAN.

Power of Attorney.
Dated Feb. 3, 1883.
Filed March 13, 1883.
Recorded in Book 25, p. 404, Deed Records Bexar Co., Tex.

Do make, constitute and appoint Mary G. Callahan, etc., my true and lawful attorney in fact for me and in my name, place and stead to bargain, sell and convey in fee simple all my right, title and interest, for such price, upon such terms of credit to such persons as she shall think fit, the following described premises situated in the City of San Antonio, County of Bexar, and described as follows:

(First three tracts not here under search)

4th That certain tract of land commencing at the S. W. corner of the old convent building. Thence running in 112 E. along the outer face of the W. wall of the said convent building 191 feet to the N. W. corner of said convent building. Thence along the south boundary line of Houston street S. 78¾ E. 107 22/100 feet to a point in line with the wall of the old convent yard. Thence running in a line with said old convent wall and toward it S. 11 W. 84 72/100 to the N. E. corner of the old convent yard. Thence S. 78¾ E. 73 feet to a stake on the west bank of Alamo ditch. Thence down the bank of said ditch to a point in a line with the South wall of the old convent building and yard for S. E. corner of this lot. Thence N. 78¾ W. running in a line with south wall of said convent yard and building about 148 feet to the point of beginning.

(Fifth and sixth tract not here under search)

7th Any and all of the real estate lying and being in Bexar County, Texas, and not specially mentioned herein.

Given and granted unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do by virtue hereof.

AUGUST GRENET.

STATE OF TEXAS,
County of Bexar.

Before me, Bryan Callahan, Notary Public in and for Bexar County, on this day personally appeared August Grenet, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 3d day of Feb. A. D. 1883.

BRYAN CALLAHAN,
(Seal) Notary Public, Bexar County, Tex.

AUGUST GRENET
to
MARY GRENET CALLAHAN.

Power of Attorney.
Dated July 18, 1884.
Filed Aug. 11, 1884.
Recorded in Book 38, p. 168, Deed Records Bexar Co., Tex.

Do nominate, constitute and appoint my sister, Mrs. Mary Grenet Callahan, etc., my true and lawful agent and attorney in fact for the purpose of selling and making good and sufficient deeds in law, so far as regards any interest I may have in and to the following described property, to wit:

(First two tracts, in San Antonio, Texas, not here under search)

3rd. That tract of land in said State and City known as the Alamo property and bounded on the North by Houston Street, west by Alamo Plaza, south by Alamo Plaza and the old Alamo Church, and on the east by Alamo Ditch.

(And other lands not here under search.)

And by these presents I further authorize and empower my said agent and attorney to sell and in my name and stead to make titles to any and all lands or lots of land save and except my interest in and to that certain tract or lot of land in San Antonio, Texas, situated on the corner of Crockett and Nacogdoches Streets, consisting of lots Nos. 21 and 22, being the old store and warehouses of my deceased father.

Giving and granting unto my agent and attorney by these presents as full and whole power, strength and authority in and about the premises as if I was personally present at the doing thereof.

AUGUST GRENET.

In the presence of:
Theodore R. Shear.

STATE OF NEW YORK,

City and County of New York.

Before me, Theodore R. Shear, Notary Public for the City and County of New York, on this day personally appeared August Grenet, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of July, A. D. 1884.

THEODORE R. SHEAR,
(Seal) Notary Public City and County of New York.

AUGUST GRENET
to
GEORGE FREYGANG.

Transfers.
Dated April 9, 1885.
Filed May 7, 1885.
Recorded in Book 40, p. 489, Deed Records Bexar Co., Tex.

In consideration of the sum of $1,000 to me paid, etc., do assign, transfer and set over unto the said George Freygang any and all amounts or sum or sums of money that may be due and coming to me as my share of the community interests of my deceased mother and the estate of my deceased father Honore Grenet, my said share being one-fifth of $50,000, as set forth in the last will and testament of my said deceased father upon my said share the sum of $6,400 has been paid to me or to my order by the late executor of said last will.

And I hereby authorize and empower the said George Freygang, his executors, administrators or assigns, to receive and collect from the present administrator of the said estate of my deceased father any and all sums of money for his own use and benefit as may be yet due and coming to me as my share of the aforesaid community interest of my deceased mother, and to give to the said administrator acquittances thereof, the same as I might do if this assignment and transfer had not been made.

(Seal) AUGUST GRENET.

STATE OF NEW YORK,
City and County of New York.

Before me, Thos. B. Clifford, a Commissioner of Deeds for the State of Texas in New York, on this day personally appeared August Grenet, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 9th day of April, A. D. 1885.

THOS. B. CLIFFORD, 206 Broadway,
(Seal) Commissioner for the State of Texas in New York.

ESTATE OF HONORE GRENET, DECEASED.
No. 1269.
IN PROBATE COURT, BEXAR COUNTY, TEX.

Probate of Will. March 21, 1882. Minutes I, p. 318.

This day came on to be heard the application of Joseph E. Dwyer for the probate of the last will and testament of Honore Grenet, deceased, and to codiciles endorsed thereon. And it appearing to the satisfaction of the court, from the evidence A. Heusinger, one of the subscribing witnesses to the will and of Henry Braun, Charles Theriott, reduced to writing, that said Honore Grenet is dead, that he died on the 20th day of February, A. D. 1882 in San Antonio, Bexar County, leaving an estate situated in said county and elsewhere, that he

left a last will and testament bearing date June 1, 1869, and to codicils endorsed thereon bearing date July 11, 1873, and Sept. 21, 1881 respectively, that the document filed herein on the 25th day of February, 1882, is the valid last will and testament of said H. Grenet deceased, that said will has been proved as described by law, that Joseph Dwyer whose name as executor of said will without bond, and that said Joseph Dwyer is not disqualified from accepting letters testamentary; that due and legal notices have been given and returned, that no opposition has been made or filed thereto.

It is therefore ordered, adjudged and decreed by the court that said instrument of writing be admitted to probate as the last will and testament of Honore Grenet, deceased, and that same together with evidence be recorded by the clerk and it is further ordered by the court that letters testamentary issue to said Joseph Dwyer (better known as Joseph E. Dwyer) upon his taking the oath prescribed by law, no bond being required under said will. It is further ordered that said executor return an inventory and list of claims of said estate, and that Otto H. Weting, Leo Nardo Garza and Otto G. Neutwich be appointed to appraise the same.

Will and Codicils. Filed March 20, 1882. Minutes I, p. 319. Translated from the French for the abstracters.

STATE OF TEXAS,
County of Bexar.

I, the undersigned Honore Grenet, a French citizen established in the business of a merchant in the city of San Antonio, Bexar County, Texas, etc., being on the point of taking a trip to Europe, which always presents danger, I have resolved to dispose of my effects before my death, which I do by the present testament and in manner following, viz.:

Article 1. I declare that I was lawfully married to Miss Magdeleine Coll, who died in Marseilles (in France) on Dec. 21, 1864, leaving as her survivors, the issue of our marriage, five children, of whom two are boys and three girls, all of whom are living today and known by the following Christian names, to wit: The two boys are named Edward and August Grenet and the three girls Mary Margaret and Adle Grenet. The five are minors and under my control.

Article 2. I constitute my five children above named as my general and residuary legatees of all property whatsoever know to belong to my estate at the moment of my death. They shall devide my said estate in portion of equal value, according to the appraisement made of the same, under the care and direction of my testamentary executrix hereinafter named, with an eye to the division of the same amongst them, observing however, the following:

I wish and decree that my daughter Mary shall receive in her share, according to their just value my dwelling house situated in said city of San Antonio, in the neighborhood of the Alamo, together with the store houses and other buildings erected on the two town lots constituting my resident, it being well understood that the ground of those two lots shall be comprised in her part.

(Gives to daughter Margaret other land he has in Texas, and to daughter Adele all the real estate he has in France.)

As for my two sons, Edward and August, they shall receive their respective shares out of the personal property of my estate, giving to these wards personal property, they shall include all that is not realty.

Article 3. Names as guardian of the persons and estate of his minor children his sister Madam Gerard, born Emilie Grenet, a widow, living in France, etc. And in order to facilitate the accomplishment of the onerous duty I have imposed upon the devotion of my said sister Emilie Grenet, widow Gerard, I name her as my testamentary executrix, giving her during a year and a day the seizin of that part of my effects existing in France at the moment of my decease. As for my estate in Texas, I wish that my said sister shall be wholly exempt from the obligation of giving security whatever to secure the justice of her administration. She shall not be held to give any security to answer for her administration as guardian, having absolute confidence in her honesty.

Article 4. I order furtherfore, taking advantage of the provisions of the law that the court of the County shall have nothing to do with my estate, except to receive the proof of my present will and to have the same registered, and to re-

ceive the inventory to be made according to law of the goods composing my said estate.

Article 5. (Provides for closing up his mercantile business.)

Such is my will recorded in this document by a strange hand at my request, and after having first read the same I declare that it contains the expression of my thoughts, and in which opinion I declare I still persist. Thus made and signed in San Antonio, in the presence of the witnesses required by law, the first day of June, 1869.

H. GRENET.

Witnesses:
Detler Niper,
A. Heusinger.

San Antonio, July 11, 1873. At 11 o'clock of the night before my departure for France I republish the foregoing and desire that all the property I possess shall be divided among my five children, share and share alike, and that neither of them shall be entitled to preference, and that everything shall be appraised anew, in order to make an equal division. I choose to make the partition Messrs. F. Guilveau, G. H. Kampmann and Mr. P. Gallagher.

H. GRENET.

San Antonio, Sept. 21, 1881. (Deals with $100,000 in cash and securities deposited with bankers in Paris, France.) In the event that my sister, Madam Gerard, shall be unable to serve as testamentary executrix I appoint Joseph Dwyer, whom I invest with the same authority.

H. GRENET.

Qualification. March 21, 1882. Minutes I, p. 332.

Comes Joseph E. Dwyer, and having taken the oath of executor of the last will of Honore Grenet, deceased, as prescribed by law, presents the same to the court and the court being satisfied that the same is correct, orders that the same be approved and entered of record.

(Oath follows, statutory form.)

Administrator Appointed. Nov. 17, 1884. Minutes J., p. 596.

It is ordered by the Court that the applicant George H. Kalteyer have leave to file his first supplemental petition herein.

And thereupon on this day came on to be heard the application of George H. Kalteyer for letters of administration with the will annexed upon the estate of Honore Grenet, deceased, and it appearing to the Court that citation in this behalf was duly issued and served according to law, and the opposition of C. H. Merritt having been considered and overruled, and it appearing to the court that the said application of said George H. Kalteyer is made by the authority of the heirs of said Honore Grenet, deceased, and there being no further opposition thereto, and it appearing to the Court that there is a necessity for letters of administration of said estate.

It is ordered, adjudged and decreed by the Court that administration with the will annexed upon said estate of Honore Grenet, deceased, and that George H. Kalteyer receive letters of administration with the will annexed as heretofore, to wit, on the 30th day of March, 1882, by the judgment of this court probated. It is further ordered that said George H. Kalteyer do give a bond in this behalf of $150,000, conditioned as the law directs, and that letters of administration do issue to him upon the giving of said bond and taking the oath prescribed by law. It is further ordered that Henry Braun, C. H. Merritt, Wm. H. Young, C. M. Barnes and Otto Neutwich be and the same are hereby appointed appraisers of said estate.

Qualification. Nov. 19, 1884. Minutes J, p. 617.

It is ordered by the Court that the bond and oath filed by Geo. H. Kalteyer as administrator with the will annexed of the Estate of Honore Grenet, decd., be approved and recorded.

(Bond and oath in usual form follow, bond in sum of $150,000.)

Inventory and Appraisement. Dec. 5, 1884. Minutes J, p. 633.

It is ordered by the Court in vacation that the inventory, appraisement and list of claims filed by Geo. H. Kalteyer as administrator with the will annexed of the estate of Honore Grenet, decd., be approved and recorded.

Note.—The inventory follows, and includes: Lot and improvements thereon, on corner of Houston Street and Alamo Plaza, including gas apparatus and fixtures, being the separate property of the testator Honore Grenet, decd., $30,000.

Inventory signed and sworn to by the administrator and also by three of the appraisers named in his appointment, etc.

Claim of Bishop Neraz Approved. Minutes K., p. 12.

This 19th day of January, 1885, in open court coming on to be heard the application of J. C. Neraz for the approval of his certain claim against the said estate, and it appearing to the court that the said claim was properly verified in accordance with the law, and that same had been allowed by George Kalteyer, administrator of said estate, for the amount of $1800, principal, and interest thereon from Dec. 18, 1884, at 9½ per cent per annum, and on purchase money $596.22 interest accrued thereon to said Dec. 1, 1884.

And it further appearing to the Court that said amount is secured by a mortgage with power of sale executed by said Honore Grenet, decd., Nov. 30, 1877, and recorded in the office of County Clerk of said Bexar County, Texas, in Record Book No. 7, pages 373, 4, 5, upon a certain lot or parcel of land situated in said County of Bexar and State of Texas, within the corporate limits of the City of San Antonio, and described as follows, to wit: Commencing at the southwest corner of the old convent building. Thence running N. 11½ E. along the entire face of the west wall of the said convent building 191 feet to the northwest corner of said old convent building. Thence along the south boundary line of Houston Street S. 78¾ E. 147 feet to a point in a line with the east wall of the old convent yard. Thence running in a line with said old wall and towards it, S. 11 W. 84 72/100 feet to the northeast corner of the old convent yard. Thence S. 78¾ E. 73 feet to a stake on the west bank of the Alamo Ditch. Thence down along the bank of said ditch to a point in a line with the south wall of the old convent building and yard for the southeast corner of this lot. Thence N. 78¾ W. running in a line with the south wall of said convent yard and building about 198 feet to the place of beginning. Being a part of the old Alamo property in said city.

It is therefore considered by the Court, and it is so ordered, adjudged and decreed that the said claim be in all things approved for the said amount of $1800, principal, and interest thereon from Dec. 1, 1884, at 9½ per cent per annum, and the further sum of $596.22 interest thereon accrued to said Dec. 1, 1884, and that the said sum of $18,000 principal, $596.22 accrued interest, and interest upon said principal after Dec. 1, 1884, is and that be a lien upon said aforesaid property for the payment of the same.

Claims Ordered Paid. Jan. 24, 1885. Minutes K, p. 55.

This order directs the administrator to pay certain taxes and also to pay interest on the approved claim of Bishop H. Neraz to Dec. 1, 1884, amounting to $596.27, and also three notes, a part of the claim of said Bishop J. C. Neraz, also approved, each for $1000, being now due and unpaid and being secured by deed of trust on the Alamo property, the interest and notes to be paid out of the money received for rent of said Alamo property, etc.

Order of Sale. March 18, 1885. Minutes K, p. 117.

This day came on to be heard the application of Geo. H. Kalteyer, administrator with the will annexed of the estate of Honore Grenet, deceased, for an order to sell, for the purpose of paying debts and expenses of administration, the following property belonging to the aforesaid estate, viz.: (Several tracts not here under search.)

Third. Lots (with improvements) on Alamo Plaza and Houston Street in the City of San Antonio, known as Grenet's Alamo store, the property aforesaid being bounded on the north by Houston street, fronting 265½ feet more or less

upon said street, on the south by Alamo Plaza, fronting 89 feet more or less on said Plaza, and also by the old Alamo Church property sold to the State of Texas, and running back to the ditch, bounded on the west by Alamo Plaza, fronting on said Plaza 191 feet and on the east by Alamo Ditch. For further description of same to deed conveying same by Rev. Bishop A. D. Pellicer to said Honore Grenet, recorded in the office of said County Clerk.

And it appearing to the Court that legal notices have been given and returned, and that no opposition is made or filed thereto, and that a necessity exists for the sale of said property for the purpose of paying debts due by the estate and expenses of administration.

It is therefore ordered, adjudged and decreed by the court that said George H. Kalteyer, administrator with the will annexed of the estate of Honore Grenet, deceased, proceed to sell said property at public or private sale for cash, and that he make due report of such sale he may make to this Court for confirmation.

Filed Feb. 13, 1885.

Confirmation Sale. Jan. 19, 1886. Minutes K, p. 584.

In this cause came on to be heard the report of sales by the administrator, George H. Kalteyer, filed Dec. 9, 1885, and it appearing to the Court that there was a valid and subsisting lien upon the property on Alamo Plaza and Houston streets, purchased at the reported sale by Hugo and Schmeltzer, through H. L. Degener, their agent, in favor of Bishop J. Neraz, and that the sale of said property was made for the satisfaction of said lien upon said property, and that the sale of same was made for a fair price. And it further appearing to the Court that the property sold to George J. F. Schmitt at private sale and to Dr. F. Herff and Fred Cocke at private sale, was also for a fair price, and it appearing to the court that it was to the interest of said estate that all said sales were made as ordered by the Court and as now reported by the administrator, it is ordered and decreed by the Court that said report of sales be in all things confirmed, that the sales be approved and that the administrator be ordered to make good and proper deeds of conveyance to the purchasers upon their complying with the terms of sale, and that said report of sale be ordered of record.

Note.—Report of sale is recorded on page 545, and shows that the administrator sold at public sale, in front of the courthouse door, on the first Tuesday of December 1st, 1885, (among other land) 3rd. to Maj. A. J. Fry, Alamo store property, having a front of 265 feet more or less on E. Houston St. and 280 feet more or less on E. and W. side of Alamo store, with all buildings now occupied by Messrs. Hugo and Schmeltzer, to Mr. Hans L. Degener, agent for Messrs. Hugo and Schmeltzer, for the sum of $28,000. This sale is made with the conditions of the vendors lien held by Bishop Neraz.

ESTATE OF HONORE GRENET, DECD., to CHARLES HUGO, GUSTAV SCHMELTZER AND WM. HEUERMANN,	Deed. Dated Jan. 23, 1886. Filed Feb. 1, 1886. Recorded in Book 48, p. 50, Deed Records, Bexar Co., Tex. Consideration $28,000 paid.

Whereas, on Feb. 13, 1885, George H. Kalteyer, administrator of the estate of Honore Grenet, deceased, filed his application in the County Court of Bexar County for an order of sale of the property hereinafter described.

And whereas, on the 18th day of March, 1885, and on July 28th and July 29, 1885, the County Court, by decrees duly recorded in the probate minutes of said court, ordered the sale of said property, see records of Bexar county, Journal K, pps. 113 and 324, of the said probate minutes.

And whereas, in conformity with said decrees of said court, the administrator of the estate of Honore Grenet, deceased, advertised the sale of said property for the time and in the manner prescribed by law and directed by said court, and thereupon on the first day of December sold said property at public outcry before the courthouse door of Bexar County to Hugo and Schmeltzer for the sum of $28,000 cash, that being the highest and best bid therefor.

And, whereas, on the 29th day of December, 1885, the said administrator filed his report of the sale aforesaid in the County Court of Bexar county, and thereupon, the same coming up for hearing, the said County Court made and caused

to be entered upon its minutes the following order and decree: (Copies order of confirmation dated Jan. 19, 1886, and here before shown in this abstract.)

Now, therefore, I, George H. Kalteyer, administrator of the estate of Honore Grenet, etc. (consideration paid by Hugo and Schmeltzer, a firm composed of Charles Hugo, Gustav Schmeltzer and Wm. Heuermann).

Do bargain, sell, convey and deliver unto the said Hugo and Schmeltzer, their heirs and assigns, all and singular the following described tract or parcel of land lying and being in the County of Bexar and in the State of Texas, and in the City of San Antonio, bounded on the north by Houston Street, E. by Alamo Ditch, S. by tract of land heretofore sold to the State of Texas and known as "The Alamo" and Alamo Plaza, and west by said Alamo Plaza, and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer, and W. H. Maverick by two several deeds recorded in the records of Bexar County in Vol. 7, p. 373, in Vol. 5, pps. 538 and 539, to which reference is hereby made.

The tract or parcel of land herein conveyed is more particularly described as follows: Beginning at a stake set on the west bank of Alamo Ditch, being the S. E. corner of this tract and the N. E. corner of the tract heretofore sold to the State of Texas, as aforesaid. Thence N. 79-1/3 W. 200 feet 2-2/5 inches. Thence N. 11 33′ E. 191-52/100 feet. Thence S. 79-1/10 E. 272-22/100 feet. Thence with the meanders of said ditch to the place of beginning.

To have and to hold, etc., forever.

GEORGE H. KALTEYER,
Admr. with the will annexed, Est. of H. Grenet, Decd.

THE STATE OF TEXAS,
County of Bexar.

Before me the undersigned authority, personally appeared Geo. H. Kelteyer, administrator of the estate of Honore Grenet, deceased, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge that he had executed the same for the person and consideration therein expressed.

Given under my hand and seal of office, this 28th day of January A. D. 1886.

J. H. FRENCH,
(Seal) Notary Public, Bexar County, Texas.

CHAS. HUGO, WM. HEUERMANN AND GUSTAV SCHMELTZER
to
L. C. GROTHAUS, TRUSTEE.
ROSSKEN GERTSLEY & CO.,
C. Q. T.

Deed in Trust.
Dated Feb. 2nd, 1886.
Filed Feb. 3rd, 1886.
Recorded in Book 46, p. 578, Deed Records, Bexar Co., Tex.

Bargain, sell, transfer, and confirm unto the said L. C. Grothaus and his successors in trust and his or their assigns the following described property, to witt: Being all that tract or parcel of land lying and being the County of Bexar, State of Texas, and in the city of San Antonio, bounded N. by Houston St. 272 Ft. W. by Alamo Plaza 182 ft., S. Alamo Plaza and the old Alamo Church 200 ft., and E. by the Alamo Ditch, being the same property conveyed by Anthony Dominic Pellicer, Bishop of San Antonio and W. H. Maverich to the late Honore Grenet, see record of Bexar County Vol. 7, p. 373, and Vol. 5 p. 538, et seq., and by Geo. H. Kelteyer Administrator of Honore Grenet, deceased, conveyed to these vendors, see also records of Bexar County, to which several deeds reference hereby made for more particular description and train of transfers.

In trust to secure beneficiery in payment of five notes dated Jan. 23rd, 1886, for five thousand each, payable in one, two, three, four, and five years, 6 per cent interest, payable semi-annually.

With power of sale, etc.

CHAS. HUGO.
O. SCHMELTZER.
W. HEUERMANN.

STATE OF TEXAS,
County of Bexar.

Before me Thad W. Smith, county Clerk for and within said state and county, on this day personally appeared Chas. Hugo, G. Schmeltzer and Wm. Heuermann,

composing the firm of Hugo and Schmeltzer known to me to be the persons whose names are subscribed to the foregoing instruments and acknowledge to me that they executed the same for the purposes and consideration therin expressed.

Given under my hand and seal of office this 2nd. day of February A. D. 1886.

THAD W. SMITH,
County Clerk, Beaxar County, Texas.
By H. B. Potts, Deputy.

(Seal)

ROSSKAM, GERSTLEY & CO.	Release Deed of Trust.
to	Dated June 23, 1890.
CHAS. HUGO, WM. HEUERMANN	Filed Sept. 5, 1890.
AND GUSTAV SCHMELTZER.	Recorded in Book 78, p. 153, Deed Records, Bexar Co., Tex.

Whereas, on the 2nd day of February, 1886, Charles Hugo, Wm. Heuermann and Gustav Schmeltzer, composing the firm of Hugo and Schmeltzer, etc., made, executed and delivered unto Rosskam, Gerstley & Co., etc., their certain five promissory notes for $5000 each, bearing 6 per cent interest per annum, and to secure the payment thereof on the same day made, executed and delivered unto L. C. Grothaus, as trustee, their certain deed of trust upon the following described premises, to wit: All that tract or parcel of land lying and being in the county of Bexar, State of Texas, and in the City of San Antonio, and bounded on the north by Houston Street, 272 feet, on the west by Alamo Plaza 192 feet, on the south by Alamo Plaza and the old mission church 200 feet, and on the east by the Alamo Ditch, which said deed of trust is recorded in the records of Bexar County in volume 46, page 578 et seq.

And whereas, the said payors Hugo & Schmeltzer, the firm composed of the members aforesaid, have fully paid and discharged said five promissory notes, together with all the interest due thereon, according to their tenor and effect.

Now, therefore, we, the payees of the promissory notes aforesaid, acknowledging full payment thereof, hereby release, relinquish and reconvey unto said payors, Charles Hugo, Wm. Heuermann and Gustav Schmeltzer, composing said firm of Hugo and Schmeltzer all and singular the premisses above described, hereby canceling and annulling all right, claim, interest, title and demand we had and held in and to said premises by virtue of the notes and deed of trust aforesaid.

ISAAC ROSSKAM.
HENRY GERSTLEY.
LOUIS GERSTLEY.
WILLIAM GERSTLEY.
Comprising firm of Rosskam, Gerstley & Co.

THE STATE OF PENNSYLVANIA,
City and County of Philadelphia.

Before me, Jos. R. Teller, a Notary Public in and for the County and State aforesaid, this day personally appeared Isaac Rosskam, Henry Gerstley, Louis Gerstley, William Gerstley, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23d day of June, A. D. 1890.

JOS. R. TELLER,
Notary Public.

(Seal)

CHAS. HUGO,	General Warranty Deed.
GUSTAV SCHMELTZER	Dated Sept. 11, 1890.
AND WM. HEUERMANN	Filed Sept. 11, 1890.
to	Recorded in Book 65, p. 361, Deed Records, Bexar Co., Tex.
REAGAN HOUSTON.	Consideration: $160,000 as follows: $60,000 cash and three notes of even date for $33,333.33 each due on or before 12, 18 and 24 months from Oct. 1, 1890, 8 per cent interest. Vendor's lien.

Grant, sell, convey and deliver unto the said Reagan Houston, etc., all that certain tract, parcel or piece of land lying and being in the State of Texas and

County of Bexar and in the City of San Antonio, bounded on the North by Houston Street, east by the Alamo Ditch, south by a tract of land heretofore sold to the State of Texas and known as the "Alamo" and Alamo Plaza, and west by said Alamo Plaza, and being the property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pelliecr and W. H. Maverick by two several deeds recorded in the records of Bexar County in Vol. No. 7, page 373, and Vol. No. 5, pages 538 and 539, to which reference is hereby made.

The tract or parcel of land herein conveyed is more particularly described as follows: Beginning at a stake set on the west bank of Alamo Ditch, being the southeast corner of this tract and the northeast corner of the tract heretofore sold to the State of Texas as aforesaid. Thence N. 79¾ W. 200 feet 2 2/5 inches. Thence N. 11 33′ E. 191 52/100 feet. Thence S. 79 1/10 E. 272 22/100 feet. Thence with the meanders of said ditch to the place of beginning. And being the same property conveyed to these grantors by the administrator of the estate of H. Grenet, deceased, by deed dated Jan. 3, 1886, recorded in the records of Bexar County, Texas, in Vol. No. 48, pages 50, 51 and 52.

To have and to hold, etc.

CHAS. HUGO.
W. HEUERMANN.
G. SCHMELTZER.

THE STATE OF TEXAS,
County of Bexar.

Before me, Henry Laager, a Notary Public in and for Bexar County, Texas, on this day personally appeared Chas. Hugo, W. Heuermann and G. Schmeltzer, composing the firm of Hugo and Schmeltzer, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of September, A. D. 1890.

HENRY LAAGER,
(Seal) Notary Public, Bexar County, Texas.

REAGAN HOUSTON
to
CHAS. HUGO,
WM. HEUERMANN AND
G. SCHMELTZER.

Special Warranty Deed, "By, through or under me."
Dated April 18, 1892.
Filed April 20, 1892.
Recorded in Book 106, p. 612, Deed Records, Bexar Co., Tex.

Whereas, on Sept. 11, 1890, grantees herein, composing the firm of Hugo & Schmeltzer, etc., executed and delivered unto Reagan Houston, etc., their deed to a tract of land in the City of San Antonio, Bexar County, lying and being on the corner of Alamo Plaza and Houston Street, and bounded East by the Alamo Ditch, south by property sold to the State of Texas, West by Alamo Plaza and north by East Houston Street, which said deed of conveyance is recorded in the office of the County Clerk of Bexar County in Vol. 65, on pages 361-363, and to which reference is hereby made for description and all further particulars.

And whereas, only part of the purchase money was paid for the property above described by the said Houston to the said Hugo, Heuermann and Schmeltzer, and a vendor's lien was specially retained for the payment of the balance of the purchase money, to wit: the sum of $100,000, as evidenced by three certain notes of even date with said deed of conveyance for the sum of $33,333.33 each.

And whereas, two of the aforesaid notes, interest on said total amount, as well as taxes, are now due and payable, and whereas, I am desirous but unable to pay the amount so due.

Now, therefore, I, Reagan Houston, for and in consideration of the premises and in consideration of the surrender of the said promissory notes to me by the said Hugo and Schmeltzer in full satisfaction of my said debt to them, etc.

Do grant, bargain, sell, convey and deliver unto the said Chas. Hugo, Wm. Heuermann and G. Schmeltzer all and singular the premises above described.

REAGAN HOUSTON.

THE STATE OF TEXAS,
County of Bexar.

Before me, Wm. S. Temple, a Notary Public in and for Bexar County, Texas, on this day personally appeared Reagan Houston, known to me to be the person

whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of April, A. D. 1892.

WM. S. TEMPLE.
(Seal) Notary Public, Bexar County, Texas.

WM. HEUERMANN,
GUSTAV SCHMELTZER
AND CHAS. HUGO
to
HUGO & SCHMELTZER COMPANY.

General Warranty Deed.
Dated May 12, 1900.
Filed Feb. 10, 1904.
Recorded in Book 223, p. 259, Deed Records, Bexar Co., Tex.
Consideration: $75,000 evidenced by three notes for $25,000 each, due on or before five years, 4 per cent interest and 10 per cent attorney's fee. Vendor's lien.

Grant, sell and convey unto the said Hugo & Schmeltzer Company, a corporation, etc., all that certain tract, parcel or piece of land lying and being situated in the State of Texas, County of Bexar, and within the corporate limits of the City of San Antonio, on the east side of Alamo Plaza, and being the same property conveyed to these vendors by the executor of the estate of H. Grenet, deceased, and bounded on the south by the Alamo and Alamo Plaza, on the east by the property of Mrs. Eliza Gallagher, on the north by E. Houston Street, and on the west by Alamo Plaza.

$75 U. S. Rev. stamps canceled.

W. HEUERMANN.
G. SCHMELTZER.
CHAS. HUGO.

THE STATE OF TEXAS,
County of Bexar.

Before me, Louis Heuermann, a Notary Public in and for Bexar County, Texas, on this day personally appeared Wm. Heuermann, G. Schmeltzer and Chas. Hugo, known to me to be the persons whose name are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 12th day of May, A. D. 1900.

LOUIS HEUERMANN,
(Seal) Notary Public, Bexar County, Texas.

ESTATE OF WILLIAM HEUERMANN, DECEASED.
Will Probated. July 16, 1900. Minutes 15, p. 455.
No. 2846.
IN PROBATE COURT OF BEXAR CO., TEXAS.

On this the 16th day of July, A. D. 1900, came on to be heard the application for the probate of the last will and testament of said deceased and for letters thereon, filed herein on the 26th day of June A. D. 1900, by Mrs. Lina Heuermann and George Heuermann. And it appearing to the court that legal notices of the filing of said application have been issued and posted in the manner and for the length of time required by law, and no one came to contest the same, and it further appearing from the testimony of the subscribing witnesses to said will, sworn to and subscribed in open court and filed herein, that said Wm. Heuermann, deceased, dies in the County of Bexar, in the State of Texas, where his residence and principal estate was situated, on the 17th day of May, A. D. 1900, that this Court has jurisdiction of the estate, that four years have not elapsed since his decease, prior to the said application, that said deceased at the time of executing said will was over 21 years of age and of sound mind, that said will was executed with the formalities and solemnities and under the circumstances by law to make it a valid will, and that such will has not been revoked by said testator, that the said Mrs. Lina Heuermann and George Heuermann are named in said will as executors thereof without bond, and are not disqualified by law.

It is therefore ordered and decreed by the Court that said will is hereby proven

and established as the last will and testament of said William Heuermann, deceased, and that Mrs. Lina Heuermann and George Heuermann named in said will and appointed executors of said will and estate, without bond as directed in the will of said testator, and that Albert Steves and Henry Umscheid and Jesse M. Bell, three discreet and disinterested persons are appointed appraisers of said estate and that the Clerk of this Court issue warrant of appraisement to each of said appraisers. It is further ordered by the Court that letters testamentary upon said will and estate of Wm. Heuermann, deceased, be and the same are hereby granted to the said Mrs. Lina Heuermann and George Heuermann upon taking the oath as required by law, and that the Clerk is further required to issue letters testamentary in accordance with this order to the said Mrs. Line Heuermann and George Heuermann when they shall have qualified according to law.

Note: The application is recorded on page 459, and states facts as recited in the above order, etc.

Will of Deceased. Filed June 26, 1900. Minutes 15, p. 459.

THE STATE OF TEXAS,
County of Bexar.

I, Wm. Heuermann, a resident citizen of said County and State, being of sound and disposing mind and discretion, do make, ordain and publish this my last will and testament.

Items I to V and VII make special bequeaths of personality, etc.

VI. I give, devise and bequeath unto my wife Lina Heuermann the homestead consisting of the house and premises now occupied by us as a home, situated in the City of San Antonio, Bexar County, and I give and bequeath unto my wife Lina the use and profits of my other property, real and personal and mixed, until my children shall all have become of age, when all property remaining of my estate shall be divided among all my children, share and share alike.

VIII. I appoint my wife Lina and my son William executors of this my last will and testament, and in case of the death of my wife I appoint my daughter Lina executrix in her stead.

IX. (Appoints the same two guardian of minor children.)

X. I will and ordain that my said executors shall not be required to give bond as such nor shall they be entitled to any commission or remuneration for their services as executors, except their actual expenses, which shall be paid out of my estate.

XI. No court shall take further proceedings in the administration of my estate than such as the law imperatively requires.

XII. I hereby revoke any and all wills I may have heretofore made.

Witness my hand at San Antonio, the 14th day of April, A. D. 1885.

W. HEUERMANN.

The above instrument was now here subscribed by Wm. Heuermann, the testator, in our presence, and we at his request and in his presence sign our names hereto as attending witnesses.

L. C. GROTHAUS.
G. SCHMELTZER.

Codicil.

In place of my son William, who is dead, I appoint my son George, with the same power as was given my son William in the above instrument.

Given under my hand this 14th July, 1892.

W. HEUERMANN.

Codicil 2.

I hereby authorize my executors Lina Heuermann and George Heuermann to dispose of my interest in the Alamo property purchased by the members of the firm of Hugo & Schmeltzer from Reagan Houston, at any time they may see fit, and their conveyance shall be in all respects absolute.

July 16, 1892. WM. HEUERMANN.

Oaths. Filed July 19, 1900. Minutes 15, p. 488.

Oaths of Line Heuermann and Geo. Heuermann as executors, etc., in statutory form, dated July 19, 1900.

Inventory. Minutes 16, p. 161.

Inventory approved Sept. 14, 1900, and includes: "500 shares of stock of the Hugo & Schmeltzer Co., with contigent interest in property on Alamo Plaza or proceeds thereof, $50,000.00."

MRS. LINA HEUERMANN AND GEORGE HEUERMANN, INDEPENDENT EXECUTORS OF THE ESTATE OF WM. HEUERMANN, DECD., CHAS. HUGO AND GUSTAV SCHMELTZER
to
THE HUGO & SCHMELTZER COMPANY.

Release of Vendor's Lien.
Dated Sept. 28, 1903.
Filed Feb. 10, 1904.
Recorded in Book 221, p. 162, Deed Records, Bexar Co., Tex.

Whereas, on May 12, 1900, Wm. Heuermann, Gustav and Chas. Hugo did execute and deliver to the Hugo & Schmeltzer Company, a corporation existing under and by virtue of the laws of the State of Texas, a certain deed of conveyance, wherein the parties first named did convey to the party last named the following tract or parcel of land, to wit: All that certain tract or parcel or piece of land lying and being situated in the State of Texas, County of Bexar and within the corporate limits of the City of San Antonio, on the east side of Alamo Plaza, and being the same property conveyed to Hugo & Schmeltzer by the executor of H. Grenet, decd. and bounded on the south by the "Alamo" and Alamo Plaza, on the east by property of Mrs. Eliza Gallagher, on the north by East Houston Street, and on the west by Alamo Plaza.

And whereas, as a part consideration for said land the said Hugo & Schmeltzer Company did execute and deliver to the said Wm. Heuermann, Gustav Schmeltzer and Chas. Hugo three certain promissory notes each for the sum of $25.00, bearing even date with said deed and payable to Wm. Heuermann, Gustav Schmeltzer and Chas. Hugo on or before five years after the date thereof and a vendor's lien was expressly retained in such deed to secure the payment of said promissory notes.

And whereas, said promissory notes have been fully paid off and discharged, both principal and interest, and at the time of their payment said notes were the property of the undersigned.

Now, therefore, etc., do remise, release, quit claim, discharge and acquit unto the said Hugo and Schmeltzer Co., their successors and assigns, the vendor's lien heretofore existing upon the land and premises aforesaid.

LINA HEUERMANN.
GEORGE HEUERMANN,
Independent executors of the estate of Wm. Heuermann, deceased.
CHAS. HUGO.
G. SCHMELTZER.

STATE OF TEXAS,
County of Bexar.

Before me, W. A. Wurzbach, a Notary Public in and for Bexar County, Texas, on this day personally appeared Mrs. Lina Heuermann and George Heuermann, independent executors of the estate of Wm. Heuermann, deceased, Chas. Hugo and Gustav Schmeltzer, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacities therein set forth.

Given under my hand and seal of office, this 28th day of Sept. A. D. 1903.

W. A. WURBACH,
(Seal) Notary Public Bexar Co., Tex.

HUGO & SCHMELTZER COMPANY
to
CHAS. HUGO.

General Warranty Deed.
Dated Sept. 26, 1903.
Filed Feb. 10, 1904.
Recorded in Book 223, p. 260, Deed Records Bexar Co., Tex.
Consideration $75,000 paid.

The Hugo & Schmeltzer Co., a private corporation, acting herein by and through its president, G. Schmeltzer, and Secy. August Bryan, hereunto duly authorized

by a resolution passed on Sept. 15, 1903, by the Board of Directors of said corporation, which was authorized and confirmed at a meeting of the stockholders of said corporation on the same date, which said corporation has its legal domicile in the County of Bexar and State of Texas, etc.

Do grant, sell and convey unto the said Chas. Hugo, etc., all that certain tract or parcel of land lying and being situated in the County of Bexar, State of Texas, and within the corporate limits of the City of San Antonio, and more particularly described as follows, to wit: Bounded on the north by Houston Street, on the east by Alamo Ditch, on the south by the Alamo and Alamo Plaza, on the west by Alamo Plaza and being the same property conveyed to Honore Grenet, now deceased by Anthony Dominic Pellicer and W. H. Maverick, by two several deeds recorded in the records of Bexar County, Vol. 7, p. 373, and in Vol. 5, pp. 538 and 539, and by George H. Kalteyer, administrator of the estate of Honore Grenet, deceased, to Hugo & Schmeltzer, by deed dated Jan. 23, 1886, and recorded in the records of Bexar County, in Book Vol. 48, on pp. 50 to 52, and said tract of land being described as: Beginning at a stake set on the west bank of Alamo Ditch, being the S. E. corner of this tract and the N. E. corner of the tract heretofore sold to the State of Texas and being known as "The Alamo." Thence North 79-1/3 West 200 feet 2/5 inches. Thence North 11 33′ East 191-52/100 feet. Thence South 79-1/10 East 272-22/100 feet. Thence with the meanders of said ditch to the place of beginning.

This conveyance is, however, made subject to an option to purchase this said property given by Charles Hugo, G. Schmeltzer and George Heuermann and Lina Heuermann as independent executors of the Estate of William Heuermann, dec., to Miss Clara Driscoll on the 18th day of March, A. D. 1903, and which said option was given in writing and is hereby referred to and made a part hereof.

Witness the name of said corporation by its President G. Schmeltzer and the seal of said corporation attested by its secretary August Briam, Jr., at its office in San Antonio, etc.

(Seal) G. SCHMELTZER,
President of the Hugo & Schmeltzer Co.

Attest:
AUG. BRIAM, JR.,
Secretary The Hugo & Schmeltzer Co.

THE STATE OF TEXAS,
County of Bexar.

Before me, W. A. Wurzbach, a Notary Public in and for Bexar County, Texas, on this day personally appeared G. Schmeltzer, President, and August Briam, Jr., Secretary of the Hugo & Schmeltzer Co., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and as the act and deed of the Hugo & Schmeltzer Company.

Given under my hand and seal of office this Sept. 26, 1903.

W. A. WURZBACH,
Notary Public, Bexar Co., Texas.

CHAS. HUGO
to
CLARA DRISCOLL.

General Warranty Deed.
Dated Feb. 10, 1904.
Filed Feb. 10, 1904.
Recorded in Book 223, p. 261.
Deed Records Bexar Co., Texas.

In consideration of the sum of $75,000 paid and to be paid by Clara Driscoll as follows: $25,000 in cash, etc., and $50,000 as evidenced by five notes of even date herewith for $10,000 each and payable on or before one, two, three, four and five years after date, with 6 per cent interest until maturity and 10 per cent after maturity, payable annually, failure to pay any interest or note when due, at election of holder, to mature all, 10 per cent attorney's fees, vendor's lien retained, etc.

Grant, sell and convey unto the said Clara Driscoll, a feme soul of San Antonio, Bexar County, Texas, all that certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, and more particularly described, to wit: Bounded on the north by Houston street, on the east by Alamo Ditch, on the south by Alamo and Alamo Plaza,

and on the west by Alamo Plaza, and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick, by two several deeds recorded in the records of Bexar County, in Vol. 7, p. 373, and in Vol. 5, p. 538, and by George H. Kalteyer, administrator of the estate of Honore Grenet, deceased, to Hugo & Schmeltzer by deed dated Jan. 23, 1886, and recorded in the records of Bexar county in Vol. 48, p. 50, and said tract of land being described as: beginning at a stake set on the west bank of the Alamo Ditch, being the southeast corner of this tract and the northeast corner of the tract heretofore sold the State of Texas and being known as "The Alamo." Thence N. 79½ degrees west 200 feet 2 2/5 inches. Thence N. 11 degrees 33 minutes E. 191 52/100 feet. Thence S. 79 1/10 degrees east 272 22/100 feet. Thence with the meanders of said ditch to the place of beginning.

It is distinctly understood and agreed that this property is purchased by Clara Driscoll for the use and benefit of the Daughters of the Republic of Texas, and is to be used by them for the purpose of making a park about the Alamo, and for no other purpose whatever.

CHAS. HUGO.

Witnesses:
N. S. Graham
W. A. Wurzbach.

STATE OF TEXAS,
County of Bexar.

Before me, W. A. Wurzbach, Notary Public within and for Bexar County, Texas, on this day personally appeared Chas. Hugo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10th day of Feb. A. D. 1904.

W. A. WURZBACH,
(Seal) Notary Public, Bexar County, Texas.

No. 3464, 45th Dist. Court.	Abstract of judgment
ALAMO NATIONAL BANK OF S. A.	Dated June 8, 1896
vs	Filed August 14, 1896
SAN ANTONIO DRIVING PARK ASSN. ET AL. (INCLUDING CHAS. HUGO, G. SCHMELTZER AND WM. HEUERMANN.)	Recorded in Book 4, p. 284 Judgment Records, Bexar Co., Tex. Judgment for $26,799.00 Costs: $26.65 Interest: 10%.
ALAMO NATIONAL BANK	Release of judgment,
to	Dated Oct. 28, 1896
HUGO & SCHMELTZER ET AL	Filed Oct. 28, 1896 Recorded in Book 4, p. 332, Judgment Record Bexar Co.,

Whereas, a certain judgment was recovered by the Alamo National Bank in the 45th Judicial District Court of Bexar County, Texas, at the June term, 1896, for the sum of $26,799.00 and interest, which judgment was duly recorded and abstracted in the records of Bexar County, Texas, to which reference is herewith made, said judgment having been obtained against A. C. Schryver, H. D. Kampmann, Ehmendorf Co., the last named both as a company and as individuals, Hugo, Schmeltzer & Co., the last named both as a company and as individuals, U. Lott and B. F. Yoakum.

Now, therefore, for and in consideration of the said above named judgment having been fully satisfied, the said Alamo National Bank, acting by and through Chas. Hugo, President of said Bank, etc., does remise, release, quit claim, discharge and acquit to the said parties herein above named all and singular said judgment, interest and all liability arising therefrom.

ALAMO NATIONAL BANK.
(Seal) By Chas. Hugo, President.

STATE OF TEXAS,
County of Bexar.

Before me, Otto Ottesen, a Notary Public in and for Bexar County, Texas, on this the 28th day of October, 1896, personally appeared Chas. Hugo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and as the act and deed of the said Alamo National Bank.

OTTO OTTESEN,
(Seal) Notary Public, Bexar County, Texas.

TEXAS TITLE COMPANY.

Abstract No. 5053.

We herewith certify that the foregoing is a complete abstract of all instruments of writing placed upon record in the public records of Bexar County, Texas, affecting the title to the real estate described herein at page 1.

Our search covers the County Clerk's office, the District Court (except tax suits), the Probate Court, United States Circuit and District Court.

Witness our signature, this January 27, 1905, at 8:00 a. m.

TEXAS TITLE COMPANY (Incorporated),
By W. Morris, Secretary.

ESTATE OF H. GRENET, DECEASED.
No. 1269.

Report of Sale. Filed Dec. 29, 1885. Min. K., p. 545.

Your petitioner, George H. Kalteyer, adm'r, estate of H. Grenet, respectfully reports that he has sold at public sale in front of the Court House door, on the first Tuesday of December 1st, 1885, the following property:

(Among other property.)

Third. To Maj. A. J. Fry, Alamo store property, having a front of 265 feet more or less on East Houston Street and 280 feet more or less on E. and W. side of Alamo Store with all buildings now occupied by Messrs. Hugo & Schmeltzer to Mrs. Hans Degener, agent for Messrs. Hugo & Smeltzer, for the sum of $28,000.

This sale is made with the conditions of the vendor's lien held by Bishop Neraz.

Here follows report of rents:

Third. The Alamo building was leased to Messrs. Hugo & Schmeltzer at a rental of $300, and on which there was due $900 which I collected on Nov. 28, 1884, and the tenants being dissatisfied, they asked for a reduction, which was approved by your Honorable Court to $250 per month.

GEORGE H. KALTEYER,
Admr. Est. of H. Grenet, decd.

Sworn to and subscribed to before me this 29th day of December, A. D. 1885.
THAD W. SMITH, Co Clk. Bex. Co., Tex.

(Here follows report of rents, continued, and herein omitted.)

We hereby certify that the foregoing is an abstracted copy of the report of sales made by George H. Kalteyer, Administrator of H. Grenet, deceased, and filed in the Probate Court of Bexar County, Texas, December 29, 1885, as the same appears of record in Minute Book K, p. 545, Probate Records, Bexar County, Texas.

Witness our signature, this March 7, 1905.

TEXAS TITLE COMPANY, (Inc.)
(Seal.) By R. O. Huff, Mgr.

C. G. CARTTAR
NOTARY PUBLIC
EXPERT ACCOUNTANT.

San Antonio, Texas, January 20, 1912.

To His Excellency, O. B. Colquitt, Governor of the State of Texas, Austin, Texas.

Sir: I take the liberty of asking your attention to the following extract from a

General warranty deed dated 12th May, 1883, and recorded in Book 31, p. 265 of Bexar County Records. From the Roman Catholic Church by Bishop John C. Neraz to the State of Texas conveying the "Alamo Church."

"Whereas, There is reason to believe, and it is generally understood that this grantor is seized and possessed of a surplus strip of ground of some nine (9) feet in width adjoining the above described property and lying on its south side and constituting a part thereof, and

"Whereas, It is the intention of both parties that the entire Alamo property not heretofore conveyed shall be conveyed to the State of Texas,

"Therefore, The said strip of land is hereby conveyed to the State of Texas as fully to all intents and purposes as had the same been herein described by metes and bounds, with general warranty except as to the strip mentioned."

I notice that there is now a fence on the south side of the Alamo Chapel, which fences off part of this nine feet "strip," enclosing also such part of the roadway as is between such fence and the wall of the building now occupied by the Collins Auto. Co., and there is a gate across such road.

Such roadway extends from the east side of Alamo Plaza to the old ditch.

The course of this ditch is now very distinctly shown by a stone slab across it.

Until quite lately, and for over twenty years, this roadway was a public highway from the Plaza to the ditch, and was used as such.

By whom or by what right it has been closed I do not know.

The State of Texas as the owner of the Alamo Property I presume, owns the whole width of the Alamo ditch. It seems to have been dug (previously to 1792, when adjoining land was allotted by the Alcalde), by the Fathers of the Mission of San Antonio Valero and, of course, on their own land.

Such land, when the land was abundant, (when?) reverted to the original owners and their assigns, and would not be subject to the original owners and their assigns, and would not be subject to any custom of its being divided between adjoining owners.

Surely this fence and gate should be removed and the right of way be declared for public use.

I have the honor to be, Sir,

Yours very respectfully,

C. G. CARTTAR,
Alamo National Bank Bldg., San Antonio, Texas.

In a general warranty deed dated May 12, 1882, recorded in Book 31, p. 265, Bexar County records, conveying the Alamo Church to the State of Texas by the Roman Catholic Church, is the following clause:

"Whereas, There is reason to believe, and it is generally understood, that this grantor is seized and possessed of a surplus strip of ground some nine feet in width adjoining the above described property and lying on its south side and constituting a part thereof; and,

"Whereas, It is the intention of both parties that the entire Alamo property not heretofore conveyed shall now be conveyed to the State of Texas.

"Therefore, The said strip of land hereby conveyed to the State of Texas as fully to all intents and purposes as had the same been herein described by metes and bounds."

"With general warranty except as to the strip mentioned."

RT. REV. C. M. DUBUIS, BY N. A. GALLAGHER, HIS AGENT AND ATTORNEY, TO RT. REV. J. C. NERAZ, BISHOP OF SAN ANTONIO.

STATE OF TEXAS,
County of Galveston.

Know all men by these presents that I, N. A. Gallagher, Bishop of Galveston, in said State of Texas, am agent and attorney of Right Reverend Claudius Maria Dubuis, Catholic Bishop of Galveston, in said State of Texas, only thereunto constituted, was appointed by instrument in working only signed and acknowledged by the said Dubuis, dated March 22nd, 1882, and recorded in the office of the County Clerk of Galveston County, Texas, in Record Book 42, in pages 111, 112 and 113, for and in consideration of the sum of the dollars to me in hand paid by the Right Reverend Bishop J. C. Neroz, of the Diocese of San Antonio, in said State of Texas, and for the purpose of effecting a transfer to the said

Neroz as Right Rev. Bishop of the said Diocese of San Antonio, of all property lying within the boundaries of the present Diocese of San Antonio, being the property of the Catholic Church and formerly held in trust by the said Dubuis as Bishop of Galveston for and in behalf of the said Catholic Church, and as the Bishop thereof, and formerly included and situated in the Diocese of the said Dubuis as the said Right Rev. Bishop of Galveston have granted, sold, conveyed, aliened and transferred, and by these presents do grant, sell, convey, alien and transfer all the property, real, personal and mixed, lands, tenements and hereditaments lately held in trust for the said Catholic Church, and as one Bishop thereof by the said Claudius Maria Dubuis, Bishop aforesaid of the said Diocese of Galveston, to the Right Reverend J. C. Neraz, Bishop of the said Diocese of San Antonio, in said State of Texas, the said property herein transferred and conveyed, lying and being situated within the said State of Texas, in that portion of the State of Texas composing the present Diocese of the San Antonio, and including and composing all the aforesaid property situated within the boundaries of the said Diocese of San Antonio, being as follows, towit: Beginning in the Gulf of Mexico at the mouth of the thence with the meanderings of said Colorado River northwesterly to the ———— River in Scurry County, thence through Scurrey, Borden, Dawson and Gaines Counties to the division line between New Mexico and the State of Texas, thence south with said division line to the thirty-second parallel of latitude, thence west with said paralliel of latitude to the Rio Grande River, thence southeasterly with the meanderings of said Rio Grande River to the mouth of the Arrogo de los Hermanos in Webb County, thence east to the San Roque Creek in said Webb County, thence with the meanderings of the San Roque to where it debouches into the Nueces River in Dimmitt County, thence due east to the boundary line between Live Oak and Bee Counties, thence northeasterly with said boundary line to a point where the said boundary line turns to the northeast, thence northeast with said boundary line to the south boundary line of Karnes County, thence with said south boundary line of Karnes County to the south boundary line of Dewitt County, thence with said south boundary line of Dewitt County to the northwest corner of Victoria County and the northeast corner of Goliad County on the 18-Mile Creek, thence with the western boundary line of said Victoria County and partly following the meanderings of the San Antonio River to where the San Antonio River debouches into the Guadalupe River, thence with the United Stream of Six Rivers to the Bay of San Antonio, thence through the center of San Antonio Bay through Matagorda, thence south at a point south of Mosquito Point in Calhoun County, thence northeast with the southern coast of Matagorda Island and Matagorda Peninsula one south of the mouth of the Colorado River, thence north to the said mouth of the Colorado River, to have and to hold the above described property, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Right Rev. J. C. Neraz as Bishop aforesaid and his successors to the said Diocese of San Antanio forever, and I, the said Gallagher, for and in belief of the said Right Reverend C. M. Dubuis as aforesaid, do hereby bind him, his heirs, executors and administrator to warrant and forever defend all and singular the said premises unto the said J. C. Neraz as said Bishop of said Diocese and his successors against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under him, the said Right Reverend C. M. Dubuis.

Witness my hand this 3 day of August, A. D.

NICHOLAS A. GALLAGHER.
Bp. Admr. of Galveston.
Atty. of Rt. Rev. C. M. Dubuis.

Witnesses:
L. Chaland.
T. K. Crowley.

STATE OF TEXAS,
County of Galveston.

Before me, Joseph Franklin, a Notary Public in and for the State and County aforesaid, on this day personally appeared Nicholas A. Gallagher, attorney in fact for the Right Rev. C. M. Dubuis, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that

he executed the same as attorney in fact of aforesaid for the purposes and consideration therein expressed.

Given under my hand and seal of office at Galveston, Texas, this 4th day of August, A. D. 1882.

JOSEPH FRANKLIN,
Notary Public for Galveston County, State of Texas.
Alamo, Texas, June 8, 1882.

Endorsed: Filed for record in my office Sept. 22, 1882, at 10:30 o'clock A. M. Thad . Smith, Co. Clk. By Juan E. Barsera, Deputy.

The committee on the part of the Texas Veteran Association for the purchase of the Alamo Church property met the Rev. Bishop Cortez in pursuance to adjournment from Tuesday at the store of H. Grant, in San Antonio, and kindly received by Major J. E. Dwyer. Col. Frank W. Johnson, Pres. Texan V. A.; Sam S. Smith, James S. Truehart, Mrs. Mary A. Maverick, Pres. Alamo Monument Ass.; Rev. Dean Richardson and Sam Maverick.

Absent: F. S. Paschal, S. Cayce.

When, after mature consultation, the Rev. Bishop Corez proposed to sell the Alamo Church property to the State of Texas at the price of $20,000, which proposition was universally agreed upon and accepted at the price of Twenty Thousand ($20,000) Dollars, and we recommend its purchase by the State.

EDWARD MILES,
Supewiser U. Bexar Co. & Chairman of Committee.
F. W. JOHNSON,
MRS. M. A. MAVERICK,
Pres. A. M. Ass.
JAMES L. TRUEHEART,
J. S. SMITH,
W. R. RICHARDSON,
Dean Cathol. St. Mark.
SAM MAVERICK.
Monumental Committee.

San Antonio, June 8, 1882.

Col. F. W. Johnson, President of the Texas Veteran Association.

Sir: In reply to your inquiry as to what price I would place on the Alamo Church proper situated on the Alamo Plaza, of the City of San Antonio, I would respectfully say that I will sell same to the State of Texas for the sum ot Twenty Thousand ($20,000) Dollars.

I have the honor to be,

Very respectfully,
JOHN C. NERAZ,
Bishop of San Antonio.

SAN ANTONIO,
vs.
JOHN ODIN.

Supreme Court,
Austin, November Term, 1855.

This suit was brought by the appellant to recover the property known as the Alamo in the city of San Antonio. From the statement of facts, it appears that the city of San Antonio was founded about the year 1730.

The cornerstone of the Alamo was laid on the 13th of May, 1744. This mission, as well as others in the valley of the San Antonio river, was erected by order of the King of Spain for the purpose of civilizing the Indians. The missions were under the charge of the franciscans, or the Friars of that order, which was an order independent of the higher church.

The mission of the Alamo was formerly known as the Mission of Valerio, and was secularized by order of the Government in 1794. After the secularization, the Indians remaining were sent to the Missions of Conception and San Jose, none of the property belonging to this mission was ever disturbed by order of the Government, except a few quertos assigned to the Indians. The Friars continued to occupy the building until 1801, when the Spanish soldiers took possession of the buildings and continued to occupy them until 1835. The con-

sent and permission of the Curate of the Parish was obtained at the time the troops took possession of the same.

In the year 1794, after the secularization of the missions, the baptismal registry of births and deaths of this mission were delivered over into the hands of the Curate of Bexar, and the people of this mission subject to his jurisdiction. From 1808 until 1835 there was a separate registry kept by the company stationed at the Alamo for the births and deaths and baptism of said company. From the year 1801 until 1835 Mass was frequently celebrated at intervals of from eight to ten days and other religious rights, such as baptism and burials and marriages. The part of the building originally intended for the church, attached to the building, was never finished; it never had a roof. One of the rooms in another part of the building was fitted up as a chapel and was used as such. The Mission of the Alamo is situated within the limits of the city of San Antonio. In 1827, the Secretary of the Treasury of Mexico ordered one Erasino Seguin to make an inventory of the property belonging to the National Government of Mexico for the sale of the houses, lot, mills, and lands pertaining to the extinguished missions of San Jose, Conception, San Juan, and Espado, and the property was so sold, but the conventual houses were rescued from sale, except the convent attached to the Mission of San Jose, which was sold. There was no order for the sale of the Mission of the Alamo. All of these missions were erected in the same manner, and were subject to the same authority. The city of San Antonio never pretended to exercise any authority or control over the buildings or lots of the Alamo. The church, prior to the Revolution, exercised such claim as before stated. After the year 1835 these buildings were vacant, and in a very dilapidated condition, and so remained until 1841, when there were two or three families living in or occupying different rooms. They took possession without the consent of any one. After being there two months, they were told by the Bishop at San Antonio that the property belonged to the church, and were requested to occupy and take care of the same for the church. Then families remained there for ten months, and then left.

About the beginning of the year 1847 the Quartermaster of the United States Army took possession of the Alamo buildings and claimed them as belonging to the United States Government, but in April of the same year acknowledged to hold them as tenants of the Bishop of Texas.

The fact that the Government held as tenants was not known to the (Corporation?) until about eighteen months before the commencement of the suit. The bishop had an agent in San Antonio in 1841, but his agency was not made publicly known, but he did exercise a general control over it. The corporation of San Antonio never asserted title to the Alamo until the institution of the suit. The plaintiff claims under the statute incorporating the city of San Antonio of 1837, and also the statute of 1838, amendatory thereof, and also the statute of 1842, incorporating the city of San Antonio, and also by former ownership. And the defendant claims under the evidence of ancient possession of the church as given in the statement of facts, and under the statutes of the Republic of 1841. A jury was named and the judge gave his judgment in favor of the defendant, from which judgment the plaintiff appealed. There is no shadow of title in the corporation to the property in controversy prior to the legislation of the Republic. It had never been claimed, and it was neither a common in the city as a plaza was a common way, nor an Ecidor thereof. It was neither used or claimed as the property of the corporation, and it might as well have set up such title to any other individual property within the city. If the claim of the city rested upon ancient ownership, the defendant would not be called upon to show any title whatever. If the corporation has any title it is derived from the legislation of the Republic. We will therefore proceed to inquire what right, if any, the corporation can claim from the acts of the Congress of the Republic. Whatever right the plaintiff has to the property in question is found in the eighth section of the act of Congress of the Republic. It is as follows: The said council, in conjunction with the justices of the county courts, are hereby empowered and authorized to sell and eliminate such public lots and parcels of land as may lie within their jurisdiction, and to which there is no legal claimant or title, and also to dispose of said houses, or other buildings as may have formerly been the property of the corporations of the said city, and the council may therefor recover all debts, forfeitures and accounts occurring

due to said corporation, the proceeds of such sale to be appropriated to the erection or repairs of a court house and jail, and other such public buildings as may be deemed most fit, and to the erection and endowment of a public school. This act, or the legislative grant, as it has been called, authorized the corporation, in connection with the duties of the county court to sell none but such land and lots within the city of San Antonio to which there was no claim or title, and to sell such houses and other buildings as were formerly the property of the corporation. This act did not vest the fee of any property in the corporation, and the duties of the county court, but it conferred only a power to sell complied with a trust, that the proceeds of the sale should be appropriated to the particular objects designated. The fee remained in the Government until the trust was executed, and then profered to the Government, without ever being in the corporation and justice of the county courts.

The act of 1838 only changed the act commented on, so far as to authorize the corporation authority to do of itself what the former act authorized to be done in connection with the duties of the county court. The power to sell given by the two acts cited has never been executed, and on the 18th day of Jany., 1841. The Congress of the Republic of Texas passed the following act: "That the church of the Alamo in the city of San Antonio, be, and the same is hereby yielded and granted for the use of the Catholic Church, upon the same terms and conditions as the churches of Conception, San Jose, San Juan and others." The act to which the act refers was passed on the 18th day of January, 1841, only five days before, and is as follows: "That the churches at San Antonio, Goliad and Victoria, the church at Nacadoches, the churches at the Missions of Conception, San Juan, San Jose and Espado, and the Mission of Refugio, with out-buildings, and the same are hereby acknowledged and declared the property of the present Chief Pastor of the Roman Catholic Church in the Republic of Texas, and his successors in office for ever, for religious purposes, and purposes of education and none other; provided, that nothing herein contained shall be so construed as to give title to any lands except the lots upon which the churches are situated which shall not exceed fifteen acres."

It is believed that this act would have been sufficient to have included the Alamo, if the acts of 18th of Jany. of the same months had not passed, because it includes the churches of San Antonio, but for the greater certainty the last act was passed only five days after expressly giving the church at the Alamo, and the acts may be taken together in support of the defendant's rights to the property mentioned therein.

If the hypostesis is affirmed, that anterior to all legislation under the Republic of Texas the property in question was the property of the Republic, and that the act in favor of the corporation if San Antonio conferred upon the corporation all that assumes to be done by these acts, yet the acts subsequently passed giving the property to the Catholic Church was constitutional, and constituted a valid grant to the church, because, as we have shown that the first named gave not the fee but only the power to sue for specific purposes, and until the power was executed the authority remained in the legislature to revoke the power and to change the uses for which the first power was given. The principles here laid down were considered and decided by this court in the case of Bass vs. Fontleroz, Texas, 698, and as we are well satisfied with our decision in that case, need not be further discussed. It would have afforded the court pleasure to have followed and answered the extended argument of the plaintiff's counsel furnished in his printed brief on other questions raised, and not noticed for the want of time, and the pressure of other matters. We are well satisfied that had we done so the result would not, and could not, have been changed.

We will give a passing notice to the objection to the legislative grant, that it is too vague and uncertain as to the persons to whom the trust is confided, and the objects it has particularly in view. The case of the Baptist Association vs. Hart, 4. Lena R. 371, was to an incorporated association as trustees, who were legally incapable of taking the bequest, for the want of a legal existence. The case of Green et al. vs. Allen et al., 5th Term R., 170, was regarded by the Supreme Court of as obnoxious to the same objection, and also that it was uncertain as to who were the objects or beneficiaries of the bequest, the latter case cannot be regarded as settled on satisfactory basis, as the very able dissenting opinion in the case leaves some doubt, if in that case the bequest

should not have been sustained. This is not believed to come within the objections taken in either of those cases, in that there is no uncertainty as to who is to be the trustee to take nor of the capacity to take, nor who is to continue to execute the trust. Nor is there any ambiguity as to the object of the trust. It is a stronger case than Beaty vs. Kents, 2 Peters, 566, which was sustained. If, however, we were not satisfied that this case of principle could be distinguished from the case of the Baptist Association vs. Hart and Green et al. vs. Allen et al., it is believed it could be sustained on the ground of its being a legislative grant and not a bequest as were the two cases first noted. And that it could be claimed for this legislative grant that if conferred on the persons designated as trustees the capacity to hold, and made him a corporative sole grant the object of the act, and the English authority referred to in Appellers brief, 3 Peters, 99-119. But we do not design to put our assertion upon this ground, as the others are entirely satisfactory.

The judgment is affirmed.

LIPSCOMB.

Clerk's Office, Supreme Court, Austin, January, 1856.

San Antonio Opinion
John Odin.

I certify that the foregoing light passed contain a correct copy of the opinion in the Supreme Court in the above named cause.

Witness Thomas Green,
Clerk of Supreme Court.
With the seal thereof
annexed at Austin this
28 day of Jany, A. D., 1886.
THOMAS GREEN, Clerk. S. C.
By W. L. CHALMERS, Dept. Ct.

Recorded June 2d, 1883, at 12:30 p. m.

CERTIFIED COPY OF A POWER OF ATTORNEY OF C. M. DUBUIS TO N. A. GALLAGHER.

Know all men by these presents, that I, Claudius Maria Dubuis, Catholic Bishop of Galveston, in the State of Texas, have made, constituted and appointed, and by these presents do make, constitute and appoint the Rt. Rev. N. A. Gallagher, Bishop of Galveston aforesaid, my true and lawful attorney, for me and in my name, place and stead to demand, sue for, collect, receive, hold, manage, control, dispose of, sell, convey, mortgage and generally to administer all and singular whatever property, real, personal or mixed, in possession or in action held, owned, possessed by me in the State of Texas, or to which I may in any wise be entitled to in said State now or hereafter, whether in my own right or as a trustee for the Catholic Church, and in relation to said property, to make and complete any adjustment, settlement or disposition which to him shall seem best, and any and all instruments to execute and acknowledge for the purpose aforesaid, and generally any and all acts and things to do and perform in relation to said property which I could do in person, hereby constitute in him my universal agent in relation to said property and my interest in said State of Texas, and giving him unequalified dominion and power over the same and every part thereof, and giving and granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said Attorney or his substitutes shall lawfully do or cause to be done by virtue thereof.

In witness whereof I have herewith set my hand and seal the 22nd day of March, in the year One Thousand, Eight Hundred and Eighty-two.

(Seal) C. M. DUBUIS.

On this the 25th day of April, 1882.

REPUBLIC OF FRANCE.
Consulate of the U. S. at Lyons.

Personally appeared Monsurle Reverend Claudius Maria Dubuis, Catholic Bishop of Galveston, Texas, U. S., known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

In witness whereof I have hereunto signed my name and affixed my official seal, the day and above written.

BEN F. PEIXOTTE,
(Seal) Consulate of the United States at Lyons, France.

Filed for Record May 24, 1882, at 12 o'clock m.
Recorded June 2d, 1883, at 12:30 m.

STATE OF TEXAS,
County of Galveston.

I, P. S. Wren, County Clerk, in and for the said County of Galveston, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, from C. M. Dubuis to N. A. Gallagher, bearing date the 22nd day of March, 1882, as the same appears of record in my office, in Records of Deeds, Etc., Book 42, Pages 111, 112 and 113.

In testimony whereof, I have hereto set my hand and affixed my official seal, at my office in the City of Galveston, on this the 8th day of March, 1883.

P. S. WREN,
County Clerk of Galveston County.
By W. E. Danelly.

CATHOLIC CHURCH, BY JOHN C. NERAZ, BISHOP AND TRUSTEE, TO THE STATE OF TEXAS.

STATE OF TEXAS,
County of Travis.

Know all men by these presents, that the Catholic Church of the Diocese of San Antonio, in the State of Texas, acting by and through John C. Nevez, Catholic Bishop of said Diocese, its only authorized agent and trustee for the property hereinafter described, for and in consideration of Twenty Thousand Dollars, be it in hand paid by John Ireland, Governor of the State of Texas, the receipt whereof is hereby acknowledged, has granted, bargained, sold, released and conveyed, and by these presents does grant, bargain, sell, release and convey unto the State of Texas all of that tract or parcel of land situated and lying in the City of San Antonio, County of Bexar and State of Texas, and described by metes and bounds as follows: Beginning from N. W. corner at a point 86 feet 6½ inches S. 7 10/93 E. from the present S. W. corner of the old stone convent building; thence S. 9½ feet west, just grazing the base of the columns which stand on both sides of the entrance of the church, 72 feet 2 inches; thence S. 81½ E., just grazing the S. edge of the S. W. wall of the church, 108 feet 11⅔ inches to the west edge of the Alamo Ditch; thence up the Alamo Ditch along its W. edge to a point in the east prolongation of S. wall of the convent building and convent yard at 116 feet and 30/100 S. 79 1/3 from the place of beginning, thus closing the survey of the site proper and including within its lines every portion of the Alamo Church proper.

Whereas, There is reason to believe, and it is generally understood, that this grantor is seized and possessed of a surplus strip of ground of some nine feet in width adjoining the above described property and lying on its south side and constituting a part thereof; and

Whereas, It is the intention of both parties that the entire Alamo property not therefore conveyed shall now be conveyed to the State of Texas;

Therefore, The said strip of land is hereby conveyed to the State of Texas as fully to all intents and purposes as had the same been therein described by metes and bounds.

To have and to hold all and singular the premises above mentioned and described unto the said State of Texas and its assigns forever.

And the said Catholic Church of the Diocese of San Antonio, acting as aforesaid, both hereby bind itself, and the said John C. Nerez, Bishop as aforesaid,

doth hereby bind himself, his heirs, executors and administrators and successors in office, to warrant and forever defend the title to all and singular the premises aforesaid, save and except the said strip lying on the south side of the above described property, unto the said State of Texas and its assigns against every person whomsoever, lawfully claiming or to claim the same or any part thereof save as hereinabove excepted.

In witness whereof this instrument is signed and executed in the City of Austin and State of Texas, on this the 12th day of May, A. D. 1883.

JOHN C. NERAZ,
Bp. of San Antonio.

Jno. B. Lubbock.
R. J. Kendall.

STATE OF TEXAS,
Travis County.

Before me, Z. T. Fulmore, County Judge of the county aforesaid, this day personally appeared John C. Neraz, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Witness my hand and the official seal of the County Court of Travis County, at office in Austin, Texas, May 12th, 1883.

Z. T. FULMORE.
County Judge, Travis County, Texas.

STATE OF TEXAS,
County of Bexar.

I, Thad W. Smith, County Clerk of said county, do hereby certify that the foregoing instrument of writing, with its certificate of authority, was filed for registration in my office on the 16th day of May, A. D. 1883, at 3:30 o'clock p. m., in the records of said county, in Book Volume 31, on pages Nos. 265, 266, 267.

In testimony whereof, witness my hand and official seal, at office this 18th day of October, A. D. 1883.

THAD W. SMITH.
County Clerk, Bexar County, State of Texas.
By Chas. M. Roberts, Deputy.

Austin, Texas, May 5, 1883.

Hon. Joseph E. Dwyer, San Antonio, Texas.

Dear Sir: I have your favor of date May 4th, asking when the contemplated transfer of the Alamo to the State could be completed. I know of no reason why it cannot be done at once. Preliminary to the final consummation it will be necessary for you to satisfy me of the perfect title and right of parties proposing deed the property, to do so. I desire to say that I wish to be furnished with a complete and perfect abstract title, connecting the present claimants with the sovereignty of the soil together with the written opinion of the Hon. Thomas J. Devine as to the right of the parties proposing to sell.

I am, very respectfully yours,

JNO. IRELAND, Governor.

CHAIN OF TITLE.

The Republic of Texas.

J. M. Odin, Bishop of Galveston and his successors.

2

Will of Bishop Odin appointing Rev. Father Gandet and Chambodut as executors to hold in trust property for his successor as Bishop of Galveston.

3

Rev. Father Gandet's transfer to Rt. Rev. Bishop Dubuis, succesor to Rt. Rev. Bishop Odin.

4

Transfer of Rt. Rev. Bishop Dubuis, by his attorney in fact and administrator of Galveston, N. A. Gallagher to Rt. Rev. Bishop Neraz.

REV. A. GANDET TO RT. REV. CLAUDUIS MARIA DUBUIS.

STATE OF TEXAS,
County of Galveston.

Know all men by these presents that I, A. Gandet, formerly a priest of the Diocese of Galveston, and sole surviving legatee and devisee under the last will and testament of the late Right Rev. J. M. Odin, Bishop of Galveston, Texas, for and in consideration of one dollar to me paid by the Rt. Rev. Cladius Maria Dubuis, the successor in office of the said Right Rev. J. M. Odin, and in consideration of the purposes and trusts declared in the said last will and testament and in pursuance and performance of the directions therein contained, of which sum of money the receipt is hereby acknowledged, have granted, bargained, sold, released and conveyed, and by these presents do grant, bargain, sell, release and convey unto the said Right Rev. Clauduis Maria Dubuis, Bishop of Galveston aforesaid, all of the following described premises, viz.: all and singular the property and real estate, real, personal or mixed, rights, credits, assets and values of whatever nature or character bequeathed or devised to me in and by said last will and testament in conjunction with the late Very Right Rev. L. C. M. Chambodut (now deceased) or into or about which I am or might be in any wise entitled under and by force of said last will and testament, together with all and singular the rights, numbers, hereof; statements, appurtenances, tenements, and improvements unto the same belonging, or in anywise incident or appertaining.

To have and to hold all and singular the premises above mentioned unto him, the said Right Rev. Clauduis Maria Dubuis, Bishop of Galveston as aforesaid, and unto his heirs and assigns forever.

And I hereby bind myself and my heirs, executors and administrators to warrant and forever defend all and singular the premises aforesaid unto the said Right Rev. Clauduis Maria Dubuis, his heirs or assigns against every person whomsoever lawfully claiming, or to claim the same or any part thereof by, through or under me.

In witness of all of which I have hereunto signed my name this 22d day of March in the year of our Lord, eighteen hundred and eighty-two.

(Seal.) A. GANDET, P. M. J.

Witnesses at request of grantor:
Rt. Rev. Robbins.
J. Filtatre, Jr., O. M. I.
M. Froc, P. O. M. I.

THE DOMINION OF CANADA,
County of Carleton.

Before me R. B. Robbins United States Commercial Agent and ex-officio a Notary Public in and for said County and Dominion at Ottawa, on this 10th day of April 1882 personally came and appeared A. Gandet to me well known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had enacted and delivered the foregoing conveyance as his voluntary act and deed, for the purposes and consideration therein expressed and as sole surviving legatee and devisee under the last will and testament of the Rt. Rev. J. M. Odin Bishop of Galveston Texas.

Given under my hand and seal this 10th day of April 1882.

R. B. ROBBINS,

(Seal) U. S. Commercial Agent ex-officio, Notary Public in Ottawa Canada.

THE STATE OF TEXAS,
County of Galveston.

The foregoing annexed Deed was filed for record in this office July 31 A. D. 1882 at 12 o'clock M. and recorded Aug. 11 A. D. 1882 at 4 o'clock P. M. in Book 42 pages 454, 455 & 456.

In witness whereof, I, P. S. Wren County Clerk of Galveston County hereto subscribe my name and affix the seal of said Court this 11th day of August A. D. 1882.

P. S. WREN, Clerk.
By A. D. Sims, Deputy.

(Seal)

CERTIFIED COPY OF LAST WILL AND TESTAMENT OF J. M. ODIN AND PROBATE THEREOF.

THE STATE OF TEXAS,
County of Galveston.

In County Court
July Term, 1879.

An Application being filed in said County Court by L. C. M. Chambodut and Claudius Main Dubius for the probate of the last Will and Testament of M. Odin deceased.

Notice is hereby given to all concerned, to file their objections thereto, if any they have, on or before the July Term of said County Court to be begun and held at the Court House of said County on the third Monday in July A. D. 1879 when said application will be heard by said Court.

It witness whereof I, C. T. McMahan clerk of the County Court of Galveston County hereto subscribe my name and affix the seal of said Court, this the 7th day of July A. D. 1879.

C. T. McMAHAN,
Clerk C. C. G. C.
By W. T. Austin,
Deputy Clerk.

Received this Writ on the 7th day of July A. D. 1879, and I executed the same on the same day, by causing a copy of this notice to be posted in three public places in the County of Galveston, one of which was on the Court House door in the City and County of Galveston and no two of which were in the City of Galveston.

C. JORDAN,
Sheriff Galveston County.

No. 1232. In the County Court of the State of Texas in and for the County of Galveston.

In the matter of the last will and testament of the Right Reverend J. M. Odin, Bishop of Galveston To the Hon. William H. Williams, Judge of the County Court of Galveston County in the State of Texas.

The petition of Rev. L. C. M. Chambodut and of the Right Reverend Claudius Main Dubius both of whom reside in the County of Galveston in the State of Texas, respectfully showeth that heretofore towit on the 26th day of June A. D. 1861, the Right Reverend J. M. Odin who was then the Bishop of Galveston, ex officio, the trustee and administrator of all property real and personal pertaining to the Catholic Church in the State of Texas, made and due and legal form, in and by which he devised and bequeathed to the Reverend A. Gandet and the said L. C. M. Chambodut all the real and personal estate in the State of Texas which the said J. M. Odin should own up to the time of his death as trustee or otherwise and provided that the property so devised and bequeathed should be held by the said A. Gandet and L. C. M. Chambodut in trust and should by them be conveyed to the successor of the said J. M. Odin in the said office of Bishop as soon as possible after such successor should be appointed and should take possession of the Lee of Galveston aforesaid that thereafter the said J. M. Odin departed this life in the Empire of France, towit on the 25th day of May, 1870 being at the time a resident of the State of Louisiana and being the owner in law of a large amount of real and personal property in the State of Texas, the principal part of which was and is situated in the County of Galveston aforesaid, all of which said property is owned as trustee and administrator as aforesaid of the Catholic Church in Texas. That under and by the terms of said will said property is expressly withdrawn from the charge and control of the Courts of Probate for all purposes except the probate of said will and that there is no necessity for any administration upon the estate of the said J. M. Odin except to vest the title to said property formally in his successor in said office of Bishop. That the said Claudius Main Dubuis has been duly appointed and has taken possession of the See of Galveston as the successor of said J. M. Odin in the office of Bishop and as such is entitled to be invested with the legal title to the property real and personal, all and singular of the said J. M. Odin in the State of Texas, of which he died legal owner whether in trust or otherwise. That the said A. Gandet had departed this life and the said

L. C. M. Chambodut who is the sole survivor of the trustees named in said will for the purpose of transmitting the title to said property to the successor of J. M. Odin, joins in this petition to the end that the purpose and intent of said will may be accomplished. Your petitioners therefore pray that after due proceedings had according to the practices of this Hon. Court in matters of Probate, said will may be probated and a decree of Court entered vesting in said Claudius Main Dubois, Bishop of Galveston as aforesaid the title to all the property real and personal in the State of Texas of which the said J. M. Odin died the owner in law, in trust or otherwise and for such other orders and decrees as unto you Honor shall seem meet and right in the premises and as in duty bound your petitioners will ever pray etc.

C. M. DUBOIS Bp. of Galveston.
L. C. M. CHAMBODUT V. G. M.

In the County Court of the State of Texas in and for the County of Galveston in the matter of the last will of J. M. Odin.

The supplemental petition of C. M. Dubius and L. C. M. Chambodut respectfully shows the Court that since the filing of their application for the probate of the last will of the Right Rev. J. M. Odin, they have discovered that the Reverend A. Gandet is still living and that the information to the contrary upon which the averment of his death was insisted in the original application was incorrect. That discovering their mistake in this gregard they have procured from the said A. Gandet his written consent to and joinder in their application and file the same herewith and pray as before for the probate of said will.

J. T. H. SCOTT.
Counsel for C. M. Dubuis and L. C. M. Chambodut.

This indenture of will made on the 26th day of June A. D. 1860 in the City of Galveston, Texas.

Know all men by these presents that I, J. M. Odin Bishop of Galveston considering the dangers of transitory life and being of sound and disposing mind and memory, I just offer my soul to God and my body to the earth whence it came.

I bequeath to the very Rev. A. Gandet a priest of the Diocise now residing in Brownsville and to Very Rev. C. L. M. Chambodut of Galveston all my Estate both real and personal namey all the lots and houses I own in the City of Galveston and also of Houston, Harrisburg, Nacdoches, Liberty, Brazoria, Victoria, Indianola, Corpus Christi, San Patricio, Refugio, Austin, San Antonio, Roma, Laredo, Rio Grande City, Eagle Pass, Brownsville, Goliad, Castroville, Fredericksburg, and New Braunsfels, and the tracts of land I own in Bexar, Live Oak, Polk, Bee, San Patricio, and Lavaca Counties and any other landed property, I own in the State of Texas not here enumerated as well as moneys, wares, debts, notes, bills lands due or payable to me also my movables and house furniture, cattle, plate and such interest as I hold in the Harrisburg R. R., Tyler R. R. and the Insurance Company of Galveston or any other property that I may own up to the time of my Demise, as trustee or otherwise.

Be it known that it is hereby understood and intended that the foregoing devised premises are bequeathed to the Very Rev. A. Grandet and C. L. M. Chambodut, to be held by them in trust and to be reconveyed by them to my successor in office as soon as possible after he will have been appointed and taken possession of the See of Galveston. To this my last will and testament I appoint Very Rev. C. L. M. Chumbodut, Rev. Joseph Amstaett and Jame P. Nash to act as my executors and in case they or any of them should from sickness, distance of place, or inability of any kind be unable to act as my executors I hereby in virtue of this instrument authorize them or any one of them to substitute and appoint such person or persons as they or any of them may or shall deem fit to act in their place or stead and that their acts be as good and valid in law as if my executors herein named performed the duty assigned to them as executors.

And I hereby protest and explicitly forbid that the probate Court or any other Court of the State or counties shall have anything to do with the property herein mentioned, with the exception of granting testamentary letters to my lawful executors or their substitutes. In witness whereof I hereto proclaim and

ordain in the presence of the undersigned witnessed this to be my last will and Testament.

Given under my hand using a scrawl in the place of a seal the day and date above written.

J. M. ODIN,
Bp. of Galveston.

We hereby certify that we have have heard Reverend J. M. Odin declare the above instrument of writing to be his last will and testament and that he signed and requested that that we sign the same as witnesses.

JAMES P. NASH
THOS. HENRETTA
NATHAN SMITH.

Before me James P. Nash a notary public in and for the County of Galveston appeared R. R. John M. Odin Bishop of Galveston, to me known who acknowledged he had signed sealed and delivered the foregoing will and testament for the purposes therein set forth.

In testimony of which I the said notary hereto set my signature this 30th day of June A. D. 1860.

JAMES P. NASH,
N. P. C. G.

I, A. Gandet legatee and devisee of the Right Rev. J. M. Odin under his last will and testament a copy of which is set out above hereby join in the application made by the Rt. Rev. C. M. Dubuis Bishop of Galveston and the Rev. L. C. M. Chambodut my co-legatee and devisee under said will to the Probate Court of the County of Galveston in the State of Texas for the probate of said will as a muniment of title and consent that said court shall make a decree vesting the title cast by said will upon me and the said L. C. M. Chambodut in the said Rt. Rev. C. M. Dubuis the successor of the Rt. Rev. J. M. Odin.

A. GANDET.

STATE OF NEW YORK.
Clindore County.

On the 6th day of August 1879 before me personally came Reverend A. Gandet priest of the O. M. I. who signed the foregoing certificate and acknowledged that he executed the same for the purpose therein mentioned.

PAUL GUARD,
(Seal) Notary Public.

This indenture of will made on the 26th day of June A. D. 1860 in the City of Galveston, Texas.

Know all men by these presents that I J. M. Odin Bishop of Galveston considering the dangers of this transitory life and being of sound and disposing mind and memory I first offer my soul to God and my body to the earth whence it came.

I bequeath to the Very Rev. A. Gandet a priet of the Dioces now residing in Brownsville and to the Very Rev. C. L. M. Chambodut of Galveston all my estate both real and personal namely all the lots and houses I own in the City of Galveston and also of Houston, Harrisburg, Nacadoches, Liberty, Brazoria, Victoria, Indianola, Corpus Christi, San Patricio, Refugio, Austin, San Antonio, Roma, Laredo, Rio Grande City, Eagle Pass, Brownsville, Goliad, Castroville, Banderia, Fredericksburg, and New Braunfels, and the tracts of land I own in Bexar, Live Oak, Polk, Bee, San Patricio, and Lavaca Counties, and any other landed properties I own in the State of Texas not here enumerated as well as moneys wares, debts, notes, bills, bonds, due or payable to me also my movables and house furniture, cattle, plate, and such interest as I hold in the Harrisburg R. R., Tyler, R. R. and the Insurance Company of Galveston or any other property that I may hereafter own up to the time of my Demise as trustee or otherwise.

Be it known that it is hereby understood and intended that the foregoing devised premises are bequeathed to the Very Rev. A. Gandet and C. L. M.

Chambodut to be held by them in trust and to be reconveyed by them to the one who is my successor in office as soon as possible after he will have been appointed and taken possession of the See of Galveston.

To this my last will and testament I appoint Very Rev. C. L. M. Chambodut, Rev. Joseph Ausaett and James P. Nash, to act as my executors and in case they or any of them should from sickness, distance of place or inability of any kind be unable to act as my executors, I hereby in virtue of this instrument authorize them or any one of them to substitute and appoint such person or persons as they or any of them may or shall deem fit to act in their place or stead and that their acts be as good and valid in law as if my executors herein named performed the duty assigned to them as executors.

I hereby protest and explicity forbid that the Probate Court or any other Court in the State or Counties shall have anything to do with the property herein mentioned with the exception of granting testamentary letters to my lawful executors or their substitutes.

In witness whereof I hereunto proclaim and ordain in the presence of the undersigned witnesses this to be my last will and testament.

Given under my hand using scrawl in place of seal, the day and date above written.

J. M. ODIN,
Bp. of Galveston.

We hereby certify that we have heard Rt. Rev. J. M. Odin declare the above instrument of writing to be his last will and testament and that he signed the same in our presence and requested that we should sign the same as witnesses.

JAMES P. NASH.
THOS HENRIETTA.
NATHAN SMITH.

Before me James P. Nash a notary public in and for the County aforesaid personally appeared R. R. John M. Odin Bishop of Galveston to me known who acknowledged that he had signed, sealed and delivered the foregoing will and testament for the purposes therein set forth.

In testimony of which I the said notary public hereto set my signature this the 30th day of June A. D. 1860.

JAMES P. NASH,
N. P. C. G.

John Main Guyot and J. M. O. Menard being called as witnesses to prove the alleged last will of the Rt. Rev. J. M. Odin, and being duly sworn and examined do severally and respectively say that the instrument here and now shown to them as the last will and testament of the said J. M. Odin was wholly written by the said J. M. Odin. That the said will is wholly in the hand writing of the said J. M. Odin. That at the date of said will the said J. M. Odin was over the age of 21 years and of sound mind. That during the time he remained in Texas he resided in the County of Galveston and in said County lay the chief part of the property left by him at his death. That he died in France in the year 1870 or thereabouts, being at the time a resident of the State of Louisiana though temporarily sojourning in France. And that Claudius Main Dubuis is the successor of the said J. M. Odin in the office of Bishop of Galveston and has taken possession of his See at Galveston.

J. M. GUYOT.
J. M. O. MENARD.

Subscribed and sworn to before me this 11th day of August, 1879.

C. T. McMAHAN.
C. C. G. C.
By Wm. T. Austin,
Dept. Clk.

(Seal)

No. 1232

In the matter of the estate of J. M. Odin August 1879.

This day came on to be heard the application of Claudius M. Dubuis, L. C. M.

Chambodut and A. Gandet praying for the probate of the last will and testament of J. M. Odin formerly Bishop of Galveston and now deceased and a decree vesting the title to the property affected by said will in pursuance of the terms and purpose thereof and it appearing to the Court that due notice of the filing of said application has been given as required by law, and that no objections thereto have been made or filed: And an instrument of writing purporting to be the last will of said deceased having thereupon been presented and read to the Court there appeared in open Court, John M. Guyot and J. M. O. Menard witnesses acquainted with the handwriting of deceased who having been duly sworn upon their oaths testified that they are acquainted with the handwriting of said J. M. Odin and that the said instrument is wholly written in the handwriting of said J. M. Odin and signed by him with his own genuine signature and that at the time of making said will J. M. Odin was over the age of twenty-one years of age and it appearang to the Court that both of said witnesses are over the age of fourteen years and that the Court hath jurisdiction of the estate of said J. M. Odin for the purpose of probating said will and vesting title thereunder: And if further appearing to the Court that more than four years have elapsed since the death of said J. M. Odin and that there is no necessity for an administration upon his estate nor for granting letters testamentary, but that said estate should be vested in the same L. C. M. Chambadut and A. Grandet the devices under said will, in trust and to be conveyed to the successor of the said John M. Odin in the office of Bishop of Galveston after his appointment and when he shall have taken possession of the See of Galveston and it appearing also to the Court that the said Claudis M. Dubuis has been appointed and is successor of said J. M. Odin in the office aforesaid and has taken possession of said See and the said L. C. M. Chambadut and A. Grandet having that said will be probated and title to said estate be vested in him as ultimate beneficiary thereunder: It is considered, adjudged and decreed that said application be granted; that said will is established and duly proven according to law in that regard; that the same be admitted to probate and together with the proof thereof be duly recorded as the last will and testament of the said J. M. Odin deceased and that the ownership and title to all the estate both real and personal of the said J. M. Odin namely all the lots and houses owned by him in the City of Galveston and also of Houston, Harrisburg, Nacagdoches, Liberty, Brazoria, Victoria, Indianola, Corpus Christi, San Patricio, Refugio, Austin, San Antonio, Roma, Laredo, Rio Grande City, Eagle Pass, Brownsville, Goliad, Castroville, Bandera, Fredericksburg and New Braunfels, and the tracts of land owned by the said J. M. Odin in Bexar, Live Oak, Bee, San Patricio, and Lavaca Counties and other landed property owned by him in the State of Texas, not above enumerated; and also all moneys wares, debts, notes, bonds, bills, due or payable to said J. M. Odin and also his movable and house furniture, cattle, plate, and his interest in the Harrisburg R. R., the Tyler R. R., and the Insurance Company of Galveston, and all other property owned by the said J. M. Odin up to the time of his death whether as trustee or otherwise, be such, the same is hereby invested in the said Claudius Main Dubuis and that no further proceedings in relation to said estate be had in this Court.

THE STATE OF TEXAS,
County of Galveston.

P. S. Wren Clerk of the County Court in and for Galveston County State aforesaid do hereby certify that the foregoing twenty-three pages of paper writing contains a true and correct copy of all the proceedings had in the matter of the estate of J. M. Odin deceased as the same appears of record and on file in my office.

In testimony whereof I hereon do set my hand and the Seal of said Court at my office in the City of Galveston this 21st day of Jany. A. D. 1882.

P. S. WREN,
Clerk County Court, Galveston County, Texas.

ABSTRACT OF TITLE

To the Property known as the "Alamo" in the City of San Antonio.

The Acts of the Republic of Texas, 13th and 18th January, 1841. See General Laws.	Declare "The Alamo" to be the property of the Chief Pastor of the Roman Catholic Church in the Republic of Texas, and his successors in office in trust forever, for religious purposes and purposes of education, and none other, etc. J. M. Odin was at that time Bishop of Texas or Chief Pastor of the Roman Catholic Church in Texas.
The Judgment of the Supreme Court of Texas in Case of "The City of San Antonio vs. J. M. Odin." See Texas Reports, volume 15, page 539.	Adjudged this property to belong to and vested it in the Catholic Church in Texas.
The Last Will or Testament of J. M. Odin, Bishop of Texas, or Chief Pastor of the Roman Catholic Church in Texas. See probate records of Galveston county and also copy of will.	Appointed Rev. A. Gaudet of Brownsville and Rev. C. L. M. Chambodiet of Galveston, trustees to take all property, real or personal, held or owned by him in Galveston, San Antonio or elsewhere in Texas, whether in his own right or as trustee. They to hold the same in trust, and to be conveyed by them to his successors in his office, as soon after he will have been appointed in office, and have taken possession of the "See of Galveston."
The Application of Rt. Rev. Claudius M. Dubuis, Bishop of Galveston, and Rev. C. L. M. Chambodiet and A. Gaudit to the Probate Court of Galveston County, July Term, 1879.	For the probate of last will of J. M. Odin, former Bishop of Galveston, and for decree of court vesting all property in Texas held by the late Bishop Odin in his successor in office (Claudius M. Dubuis).
Probate of Last Will of J. M. Odin and Decree of Court. See probate records of Galveston county, August term, 1879; also copy of the decree.	Vesting in Claudius M. Dubuis, Bishop of Galveston and successor in office of J. M. Odin, all the property of the deceased bishop held by him in Texas, whether held by the testator in trust or otherwise.
Rev. A. Gaudet, Sole Surviving Trustee Named in Will of Bishop Odin, to Bishop C. M. Dubuis. See Galveston county records, book No. 42, pages 454, 455 and 456.	Transfers all rights vested in him to any property by last will of Bishop Odin. Transfer dated March 22, 1882, and recorded July 31, 1882.
Claudius M. Bubuis to Rt. Rev. N. A. Gallagher, "Coadjutor" or Assistant Bishop of Galveston. See Galveston county records, book No. 42, pages 111, 112 and 113.	Power of attorney authorizing him to convey to Rt. Rev. J. C. Nerez, Bishop of San Antonio, all church property held by him in trust in the Diocese of San Antonio. Power of attorney dated March 2, 1882.
N. A. Gallagher, Bishop Administrator of Galveston and as Agent and Attorney in Fact of Claudius M. Dubuis, to J. C. Nerez, as Bishop of San Antonio, and His Successor in Office. See Bexar county records, volume 19, pages 595 to 598.	Transfers all the property belonging to the Catholic Church held by Bishop Dubuis in the Diocese of San Antonio. Deed dated August 3, 1882. Deed recorded October 5, 1882.

Bishop Dubuis was consecrated at Lyons, France, by Bishop Odin, May 23, 1862, Bishop Dubuis being at that time Arch Bishop of New Orleans.

San Antonio was created a Bishopric in 1874; likewise Brownsville, Texas.

Bishop Pilleer was consecrated Bishop of San Antonio in ..... and died in April A. D. 1881.

Bishop Nerez was consecrated May 8th 1881.

Bishop Gallagher was appointed Coadjutor to Bishop Dubuis in Galveston, April 30th 1882.

The Records of the Catholic Church of Galveston and San Antonio contain evidence of the appointment and consecration of the Bishops above referred to.

San Antonio, Texas, May 10th, 1883.

THOS. J. DEVINE.

EXHIBIT "C."

Showing Options, Deeds and Releases to the Property referred to in Exhibit "B," together with Resolutions of the Daughters of the Republic; Opinion of the Attorney General.

These papers show that the State required the cancellation of the stipulation to make a park out of the property before it would purchase it, and that the Daughters of the Republic by resolutions adopted at La Grange completely agreed to this course.

(Copy)

LETTERS FROM ATTORNEY GENERAL TO S. W. T. LANHAM.

Austin, August 31, 1905.

Hon. S. W. T. Lanham, Governor of Texas, Austin, Texas.

Dear Sir: The Twenty-ninth Legislature enacted a law, which was approved by yourself January 22, 1905, authorizing the Governor of Texas to purchase, at a price not to exceed $65,000, and to procure to be executed to the State of Texas by the owners of the property a good and sufficient conveyance in fee of all the land in the city of San Antonio, Texas, known as the Hugo & Schmeltzer Company property, formerly a part of the old Alamo Mission, and adjoining the Alamo Church property now owned by the State, and described in said act as follows:

Beginning at a stake set in the west bank of the Alamo Ditch, being the southeast corner of this tract, and the northeast corner of the tract heretofore sold to the State of Texas, and known as the Alamo; thence north 79¾ degrees west 200 feet and 2⅔ inches; thence north 11 degrees 33 minutes east 191.52 feet; thence south 79.1 degrees east 272.22 feet; thence with the meanders of said ditch to the place of beginning; and bounded on the north by Houston street, and on the east by the Alamo Ditch, and on the south by the Alamo and the Alamo Plaza, and on the west by the Alamo Plaza.

The second section of said act makes an appropriation of money—$65,000—to pay for said property and a part of said Section 2 is as follows:

"But no part of said money shall be paid until a good title is shown in the grantor and a valid conveyance of said land has been made to the State to the satisfaction of the Attorney General of the State."

I beg leave to advise you that, after careful examination, I found the title to said land in Miss Clara Driscoll, the proposed grantor, subject to certain objections which were enumerated in my report to Miss Driscoll. She has now complied with all of the requirements made in that report and my opinion is that she now has a good title to said land and can convey the same to the State, in fee simple.

I further advise that Miss Driscoll has executed a valid conveyance of said land to the State to the satisfaction of myself as Attorney General of the State, and, therefore, I report that she has complied with the said act and is enitled to receive the purchase money for said property from the State according to the terms of said act, viz., twenty-five thousand dollars thereof to be paid during the fiscal year ending August 31, 1905, and forty thousand dollars thereof during the fiscal year ending August 31, 1906.

I hand you the conveyance executed by Miss Driscoll, and also the abstracts of title upon which this examination was made and also all other deeds and papers pertaining to the title which have been delivered to the State.

Yours truly,

R. V. DAVIDSON,
Attorney General.

This cut shows how part of the Alamo appeared when it was used as barracks by United States Army. The upper room shown to left of the steps to the long building is where it is said Bowie was killed.

Austin, October 3, 1905.

Hon. S. W. T. Lanham, Governor, Capitol.

Dear Sir: I beg to hand you herewith an instrument for execution by yourself, delivering to the custody and care of the Daughters of the Republic of Texas the Alamo property recently purchased by you from Miss Clara Driscoll and the Alamo church property previously acquired by the State pursuant to the provisions of Chapter 7 of the General Laws passed at the regular session of the Twenty-ninth Legislature.

I enclose also a carbon copy of the instrument in case you should desire to file a copy of same among the title papers relating to this property.

I enclose my report to you in this letter of date August 31, 1905, the abstract of title to the property made by the Texas Title Company, and the following title deeds:

1. Supplemental abstract made by the Bexar Abstract Company.
2. Opinion on title to Alamo property of Waelder & Upson, dated February 2, 1886.
3. Deed from W. H. Maverick to Honore Grenet.
4. Deed from Anthony Dominic Pellicer, Bishop of San Antonio, to Honore Grenet.
5. Certified copy of deed from George H. Kalteyer, administrator of the estate of Honore Grenet, to Hugo & Schmeltzer.
6. Release from J. C. Neraz, Bishop of San Antonio, to George H. Kalteyer, administrator, for the use and benefit of Hugo & Schmeltzer.
7. Deed from William Heuermann et al. to Hugo & Schmeltzer Company.
8. Release from Charles Hugo et al. to The Hugo & Schmeltzer Company.
9. Deed from Hugo & Schmeltzer to Reagan Houston.
10. Transfer from Reagan Houston to Albert Maverick and retransfer from Maverick to Houston (not recorded).
11. Deed from Reagan Houston to Hugo & Schmeltzer.
12. Release from Rosskam, Gerstley & Co. to Hugo & Schmeltzer.
13. Power of attorney from John M. Odin, Bishop of Galveston, to B. Callaghan, dated December 4, 1849 (not recorded).
14. Power of attorney from John M. Odin, Bishop of Galveston, to B. Callaghan, dated March 18, 1850 (not recorded).
15. Field notes of a survey made for Hugo & Schmeltzer of this property, January 22, 1886.
16. Deed from Hugo & Schmeltzer to Clara Driscoll.
17. Deed from Chas. Hugo to Clara Driscoll.
18. Deed of confirmation from Chas. Hugo to Clara Driscoll.
19. Release from Chas. Hugo to Clara Driscoll of vendor's lien.
20. Five vendor's lien notes given by Clara Driscoll to Chas. Hugo in part payment of the purchase money all marked "paid."
21. Quitclaim deed from J. A. Forrest, Bishop of San Antonio, to Clara Driscoll.
22. Quitclaim deed from the city of San Antonio to Clara Driscoll.
23. Certified copy of ordinance authorizing the execution of the quitclaim deed from the city of San Antonio to Clara Driscoll (not recorded).
24. Release from George Heuermann et al. to Clara Driscoll.
25. Release from the Daughters of the Republic of Texas to the State of Texas, dated March 23, 1905.
26. Release from the Daughters of the Republic of Texas to the State of Texas, dated August 3, 1905.
27. Agreement as to location of old Alamo Ditch executed by the executors of the estate of Eliza Gallagher, deceased, and Clara Driscoll.
28. Map and field notes of a survey of this property, dated July 20, 1905, made by John D. Rullman, city engineer of San Antonio.
29. Deed from Clara Driscoll to the State of Texas.
30. Affidavit of G. Schmeltzer as to occupancy of part of this property.
31. Similar affidavit of W. H. Maverick.
32. Receipt of C. Villemain, city tax collector of San Antonio, for $1158.40, the estimated taxes upon the property for the current year 1905-06, and tax receipt for taxes for the fiscal year 1904, on said property.
33. Receipt of Paul Meerscheidt, tax collector of Bexar county, to be applied to the payment of State and county taxes for 1905 as soon as the tax rolls are

turned over to the collector, to which is attached the collector's certificate that the records of his office do not show any other taxes due on the property.

34. Uncertified copy of petition in suit of Pilar Garcia de Sabriego et al. vs. Mary A. Maverick et al., No. 53, in Circuit Court of the United States for the Western District of Texas at San Antonio, and certified copy of the judgment in said cause. (Neither of them recorded.)

35. Letter from Thomas G. Johnston to Major General Merritt, dated September 21, 1865; letter from James Belyn to Mr. Callaghan, dated February 3, 1854, and approved vouchers for rent of Alamo building for November 16th to November 30, 1865.

All of the papers except the tax statements and tax receipts have been duly recorded in the deed records of Bexar county, except where otherwise stated.

Yours truly,

R. V. DAVIDSON.

Attorney General.

DEED OF W. H. MAVERICK TO HONORE GRENET.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these present, that I, W. H. Maverick, in consideration of the sum of twenty-seven hundred and fifty ($2750.00/100) dollars, to me paid by Honore Grenet of the County of Bexar, State of Texas, the receipt of which is hereby acknawledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and deliver unto the said Honore Grenet, his heirs, and assigns, the following described property, situated in the State of Texas, County of Bexar, and City of San Antonio, that portion of Alamo block, described as follows:

Commencing for the northwest corner at a point on the south line Houston St. fifty-three varas (147 22/100 feet) S. 78¾ E. from the N. W. cor. of said Alamo block—the S. E. intersection of Alamo Plaza with Houston St. Thence S. 11 degrees W. 30 1/2 varas (84 27/100 ft.) for S. W. cor.; Thence S. 78¾ E. 26½ varas (73½ ft.) to Alamo ditch, for S. E. cor.; Thence up said ditch to Houston St. for N. E. cor.; Thence N. 78¾ W. 45 varas (125 fet) along Houston St. to beginning.

For title, see deed Mariano Romano to S. A. Maverick July 27th 1841, recorded in Bexar Co. Book A No. 2 Pg. 470. And deed S. A. Maverick by Executrix to W. H. Maverick May 31st 1872, recorded in Bexar Co. in Book W. No. 2, Pg. 336. The said deeds are hereby made part of this instrument.

To have and to hold, all and singular the premises above mentioned, with the rights, members, hereditaments and appurtenances to the same belonging, or in anywise incident or appertaining unto the said Honore Grenet, his heirs and asigns forever.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the said premises, unto the said Honore Grenet his heirs and assigns, against all persons lawfully claiming, or to claim the same or any part thereof.

Witness my hand, at San Antonio, Texas, this 25th day of January, 1878.

W. H. MAVERICK.

In presence of
E. H. Terrell
Wm. H. Young.

STATE OF TEXAS,
County of Bexar.

Before me Wm. H. Young a Notary Public in and for said County, personally appeared W. H. Maverick to me well known, who acknowledged that he signed and delivered the instrument of writing on the reverse hereof, and he declared the same to be his act and deed for the purposes and considerations therein stated.

To certify which, I hereunto sign my name and affix my official seal, at office in San Antonio, this the 25th day of January, A. D. 1878.

WM. H. YOUNG,

(No. 220) Notary Public of Bexar County, Texas.

THE STATE OF TEXAS,
County of Bexar.

I, Sam S. Smith, Clerk of the County Court of said County, do hereby certify that the above instrument of writing, with its certificates of authentication, was filed for record in my office, the 26th day of January A. D. 1878, at 10:45 o'clock A. M., and duly recorded the 26th day of January A. D. 1878, at 4¾ o'clock P. M. in the records of said County, in Vol. No. 5 on pages No. 538 & 539.

Witness my hand and seal of said County Court, at office in San Antonio the day and year last above written.

SAM S. SMITH,
Clerk C. C. Bexar County.
By Thad W. Smith,
Deputy.

CERTIFIED COPY OF DEED OF GEO. H. KALTEYER, ADMR. ESTATE HONORE GRENET TO HUGO SCHMELTZER.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents that whereas on the 13th day of February 1885, Geo. H. Kalteyer Administrator of the Estate of Honore Grenet, deceased, filed his application in the County Court of Bexar County for an order of sale of the property hereinafter described. And whereas on the 18th day of March, 1885 and on July 28th and July 29th 1885, the County Court, by decrees duly recorded in the Probate Minutes of said Court, ordered the sale of said property, see records of Bexar County Journal K. page 115 and 324 of the said Probate Minutes. And whereas in conformity with said decrees of said Court, the Administrator of the estate of Honore Grenet, deceased, advertised the sale of said property for the time and in the manner prescribed by law and directed by said Court, and thereupon the first day of December sold said property at public outcry before the Courthouse door of Bexar County to Hugo and Schmeltzer for the sum of twenty-eight thousand dollars cash, that being the highest and best bid therefor. And whereas on the 29th day of December 1885 the said Administrator filed his report of the sale aforesaid in the County Court of Bexar County and thereupon the same coming up for hearing the said County Court made and caused to be entered in its Minutes the following order and decree:

No. 1269, Estate of H. Grenet, deceased, Tuesday January 19th 1886. In this cause came on to be heard the report of Sales by the Administrator Geo. H. Kalteyer, filed December 29th 1885, and it appearing to the Court that there was a Valid and subsisting lien upon the property on Alamo Plaza and Houston Street purchased at the reported Sale by Hugo and Schmeltzer through H. L. Degener, their agent in favor of Bishop J. Narez and that the sale of said property was made for the satisfaction of said lien upon said property and that the sale of the same was made for a fair price. And it further appearing to the Court that the property sold to George J. F. Schmitt at private sale, and to Dr. F. Herff and Fred Cocke at private sale was all sold for a fair price. And it appearing to the Court that it was to the interest of said Estate, that all said sales were made as ordered by the Court and as now reported by the Administrator it is ordered and decreed by the Court that said report of sales be in all things confirmed that the sales be approved; and that the said Administrator be ordered to make good and proper deeds of conveyance to the purchasers upon their complying with the terms of the sale and that the said report of sale be ordered of Record. Now therefore, I. George H. Kalteyer, Administrator of the Estate of Honore Grenet, deceased, for and in consideration of the premises and the consideration of twenty-eight thousand dollars to me in hand paid by Hugo and Schmeltzer a firm composed of Chas. Hugo, Gustav Schmeltzer and William Heuermann all of the County of Bexar and State of Texas, the receipt whereof is hereby acknowledged before the signing and delivery of these presents have bargained, sold and conveyed, and by these presents do bargain, sell and convey and deliver unto the said Hugo and Schmeltzer, their heirs and assigns all and singular the following described tract or parcel

of land lying and being in the County of Bexar and in the State of Texas, and in the City of San Antonio, bounded on the North by Houston Street, East by the Alamo Ditch, South by a tract of land heretofore sold to the State of Texas, and known as the "Alamo and Alamo Plaza," and West by said Alamo Plaza, and being the same property conveyed to Honore Grenet, now deceased by Anthony Dominic Pellicer and W. H. Maverick by two several deeds recorded in the Records of Bexar County in Vol. No. 7 page 373, and Vol. No. 5 pages 538 and 539, to which reference is hereby made.

The tract or parcel of land herein conveyed is more particularly described as follows: Beginning at a stake set on the West bank of Alamo Ditch being the South East Corner of this tract and the North East corner of the tract heretofore sold to the State of Texas, as aforesaid. Thence North 79½ degrees West 200 ft. 2-2/5 inches. Thence North 11 degrees 33′ East 191 52/100 feet. Thence South 79-1/10 degrees East 272-22/100 feet. Thence with the meanders of said Ditch to the place of beginning. Together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident, or appertaining. To have and to hold the property above described unto the said Hugo and Schmeltzer, their heirs and assigns forever. Witness my hand at San Antonio this Twenty-third day of January A. D. 1886.

In presence of

GEO. H. KALTEYER,
Adm'r with the Will annexed, Est. of H. Grenet, Deceased.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority personally appeared Geo. H. Kalteyer, Administrator of the Estate of Honore Grenet, deceased, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of January A. D. 1886.

J. H. FRENCH,
(Seal) Notary Public, Bexar Co., Tex.

THE STATE OF TEXAS,
Bexar County.

I, Thad W. Smith, County Clerk of said County do hereby certify that the foregoing instrument of writing, with its certificates of authentication, was filed for registration in my office on the 1st day of February, A. D. 1886, at 12 o'clock M, and duly recorded on the 5th day of February A. D. 1886 at 3 o'clock P. M. in the Records of said County in Book Volume 48, on pages Nos. 50, 51, 52. In testimony whereof witness my hand and official seal at office this 5th day of February 1886.

THAD W. SMITH,
Co. Clk. Bex. Co. State of Texas.
By John Stappenbeck,
Deputy.

THE STATE OF TEXAS,
County of Bexar.

I, Thad. W. Smith County Clerk of said County do hereby certify that the above and foregoing contains a true and correct copy of the Original Deed from Geo. H. Kalteyer Admr. of Est. of H. Grenet, deceased to Hugo and Schmeltzer as the same appears of record in my office in Book Volume 48 on pages 50, 51 and 52.

Witness my official signature and Seal affixed at office in San Antonio, this 31st day of December A. D. 1892.

THAD W. SMITH,
Co. Clk. Bex. Co. State of Texas.
By John Stappenbeck, Dep.

DEED OF ANTHONY DOMINIC PELLICER TO HONORE GRENET.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents, that I, Anthony Dominic Pellicer as Bishop of the Roman Catholic Diocese of San Antonio, Texas, for and in consideration of Twenty Thousand gold coin dollars to me in hand paid by Honore Grenet, of the same place, the receipt whereof is hereby acknowledged before the signing, sealing and delivering of these presents, have granted bargained sold released and conveyed and by these presents do grant bargain sell release and convey unto the said Honore Grenet, his heirs and assigns all that lot or parcel of land lying and being in the County of Bexar, State of Texxas, City of San Antonio and described as follows commencing at the South West corner of the old Convent building thence running N. 11½ E. along the outer face of the West Wall of the said convent building one hundred and ninety one feet to the North West corner of said convent building: thence along the South boundary line of Houston Street S. 78¾ E. one-hundred and forty-seven 22/100 feet to a point in a line with the East wall of the old convent yard: Thence running in a line with said old wall and towards it S. 11 degrees W. eighty-four 72/100 feet to the North East corner of the old convent yard: Thence S. 78¾ East seventy-three feet to a stake on the West bank of the Alamo Ditch: Thence down along the bank of said ditch to point in a line with the South wall of the old convent building and yard for the South East corner of this lot: Thence N. 78¾ degrees West running in a line with the South wall of said convent yard and building about one-hundred and ninety-eight to the place of beginning. Together with all and singular the rights, members here detaments and appurtenances to the same belonging, or in any wise incident or appertaining to have and to hold all and singular the premises above mentioned unto the said Honore Grenet his heirs and assigns forever. An I hereby bind myself and successors in office to warrant and forever defend all and singular the said premises unto the said Honore Grenet heirs and assigns against every person whomsoever, lawfully claiming or to claim the same or any part thereof. In testimony where I have hereunto subscribed my name in San Antonio this 30th. day of Nov. A. D. 1877 and puting seal attest.

ANTHONY DOMINIC PELLICER,
Bishop of San Antonio.

J. Wallthall
Courad Roth

THE STATE OF TEXAS,
County of Bexar.

Before me George R. Dashiell, clerk of the District Court of said County, personally appeared John Walthall to me well known, who, after being by me duly sworn, on oath says, that in his presence, Anthony Dominic Pellicer declared that he, as the Bishop of San Antonio, had executed the same for the purposes and consideration therein stated, and affiant further says that he and Courad Roth signed the same as witnesses at the request of the said Anthony Dominic Pellicer.

In testimony whereof I hereunto sign my name and affix the seal of the said Court at Office at San Antonio the 1st day of December A. D. 1877.

GEO. R. DASHIELL,
Clk. D. C. B. Co.

THE STATE OF TEXAS,
County of Bexar.

I, Sam S. Smith County Clerk of Bexar County, do hereby certify that the above and foregoing instrument of writing hereto annexed with its certificates of Authentication was filed for registration in my office the 1st day of December A. D. 1877, at 3½ o'clock P. M. and duly recorded the 6th day of December A. D. 1877, at 11 o'clock A. M. in the records of said County in Vol. No. 7, on page No. 373. Witness my hand and the Seal of the County Court of said County at office in San Antonio, the day and year last above written.

SAM S. SMITH.
Co. Clk. Bexar Co.
By Thad W. Smith.
Deputy.

J. C. NERAZ, BISHOP OF SAN ANTONIO, RELEASE TO GEO. H. KALTEYER, ADMINISTRATOR, FOR USE AND BENEFITS OF HUGO & SCHMELTZER.

THE STATE OF TEXAS,
County of Bexar.

Whereas on November 30th 1877 Honore Grenet now deceased made executed and delivered to Anthony Dominic Pellicer his certain promissory notes for Nineteen thousand dollars in the aggregate, the said Pellicer being then Bishop of San Antonio—and whereas, to secure the payment of the aforesaid notes on the day aforesaid the said Grenet made and executed to J. C. Neraz two certain deed of Trust upon the property described as follows to wit:—

The lots or parcels of land lying and being in the City of San Antonio, in Bexar County and State of Texas, bounded North by Houston Street, West by Alamo Plaza, South by Alamo Plaza and the Alamo Building recently sold to the State of Texas, and East by the Alamo Ditch; See records of Bexar County, Vol. No. 7 pages, 373, 374 and 375.

And whereas, the said Honore Grenet departed this life on February 22nd 1882, and Geo. H. Kalteyer was duly appointed and, now the administrator of the said Grenets' Estate—and whereas the said Geo. H. Kalteyer has, as administrator as aforesaid sold unto Hugo & Schmeltzer the premises above described and out of the proceeds of said sale, has fully paid off and discharged the promisory notes above mentioned in and whereas said Anthony Dominic Pellicer has died and J. C. Neraz has been appointed and is now Bishop of San Antonio and successor to the said Pellicer as such—

Now therefore I, J. C. Neraz, Bishop of San Antonio for and in consideration of the premises and payment in full of the notes as aforesaid, have released and relinquished and reconvey unto the said Geo. H. Kalteyer administrator of the Estate of Honore Grenet deceased all my rights, title claim, interest and demand, I had and hold to the property above described, by virtue of the deed of Trust and notes aforesaid, for the use benefits of Hugo & Schmeltzer purchasers of said property as above set forth.

Witness my hand at San Antonio this 30th day of January A. D. 1886.

JOHN C. NERAZ,
City of San Antonio.

THE STATE OF TEXAS,
County of Bexar.

Before me, Thad W. Smith, County Clerk for and within State and County on this day personally appeared John C. Neraz, City of San Antonio. Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that to executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 30th. day of January 1886.

THAD W. SMITH,
County Clerk, Bexar County, Texas.

THE STATE OF TEXAS,
Bexar County.

Thad W. Smith, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for registration in my office on the 1st day of February A. D. 1886 at 12 o'clock A. M. and duly recorded on the 5th day of February A. D. 1886 at 9¾ o'clock A. M. in the Records of ..... of County, in Book volume 46 on pages Nos. 568, 569 and 570.

In testimony whereof, witness my hand and official seal, at office, this 5th day of February 1886.

THAD W. SMITH,
By John Stappenbeck, Deputy.

(Copy)

WARRANTY DEED WITH VENDOR'S LIEN OF WILLIAM HEUERMANN, GUSTAVE SCHMETZER AND CHAS. HUGO TO THE HUGO & SCHMELTZER CO.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents: That we, William Heuermann, Gustave Schmeltzer and Chas. Hugo of the County of Bexar and State aforesaid for and in consideration of the sum of Seventy five thousand ($75,000.00) Dollars secured to be paid by The Hugo & Schmeltzer Company, a corporation existing under and by virtue of the State of Texas, as evidenced by the three promissory notes of the said Hugo & Schmeltzer Co., payable to the order of the said William Heuermann, Gustave Schmeltzer and Chas. Hugo in San Antonio, Bexar County, Texas, dated the 12th day of May, A. D. 1900 for the sum of Twenty five thousand ($25,000.00) Dollars each, due on or before five (5) years after date and bearing interest from date until paid at the rate of 4 per cent per annum, and an attorney's fee of ten per cent should judicial proceedings be used in collecting one each of said promissory notes being payable to each of the respective vendors individually, to secure which notes, principal, and interest, a Vendors Lien is hereby retained on the premises hereinafter conveyd,

Have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Hugo & Schmeltzer Company, a corporation of the County of Bexar, and State of Texas all that certain tract, parcel or piece of land lying and being situated in the State of Texas, County of Bexar, and within the corporate limits of the City of San Antonio, on the east side of Alamo Plaza, and being the same property conveyed to these Vendors by the executor of the estate of H. Grenet, deceased, and bounded on the South by the "Alamo" and Alamo Plaza; on the East by the property of Mrs. Eliza Gallagher; on the North by E. Houston Street, and on the West by Alamo Plaza.

To have and to hold the above described premises, together with all and singular, the rights, and appurtenances thereto in anywise belonging unto the said Hugo & Schmeltzer Company, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said Hugo & Schmeltzer Company, its successors, heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. But it is expressly agreed and stipulated that the Vendors Lien is retained against the above described property, premises and improvements until the above described notes and all interest thereon, are fully paid, according to their face and tenor, effect and reading when this deed shall become absolute.

Witness our hands at San Antonio this 12th day of May, A. D. 1900.

W. HEUERMANN.
G. SCHMELTZER.
CHAS. HUGO.

THE STATE OF TEXAS,
County of Bexar.

Before me, Louis Heuermann, a Notary Public in and for Bexar County, Texas on this day personally appeared Wm. Heuermann, G. Schmelter and Chas. Hugo, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 12th day of May, A. D. 1900.

LOUIS HEUERMANN,
Notary Public, Bexar Co., Tex.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, Clerk of the County Court of said County do hereby certify that the above instrument of writing dated on the 12th day of May, 1900 with its certificate of authentication, was filed for record in my office the 10th day of February A. D. 1904 at 3:10 o'clock P. M., and duly recorded

he 16th day of February A. D. 1904, at 1:30 o'clock P. M., in the records of aid County, in Volume 223 on page 259.

Witness my hand and the Seal of the County Court of said County at office n San Antonio, Texas the day and year last above written.

FRANK R. NEWTON,
Clerk C. C. Bexar County.
By August E. Huppertz.
Deputy.

(Copy)

RELEASE OF VENDOR'S LIEN CHAS. HUGO, GUSTAV SCHMELTZER AND ESTATE OF WM. HEUERMANN, DECD., TO THE HUGO & SCHMELTZER CO.

THE STATE OF TEXAS,
County of Bexar.

Whereas, on the 12th day of May, 1900, William Heuermann, Gustav Schmeltzer and Chas. Hugo did execute and deliver to the Hugo & Schmeltzer Company, a corporation existing under and by virtue of the laws of the State of Texas, a certain deed of conveyance wherein the parties first named did convey to the party last named, the following tract or parcel of land, to-wit:

All that certain tract or parcel or piece of land lying and being situated in the State of Texas, County of Bexar and within the corporate limits of the City of San Antonio, on the East Side of Alamo Plaza, and being the same property conveyed to Hugo & Schmeltzer by the Executor of the Estate of H. Grenet, deceased, and bounded on the South by "The Alamo" and Alamo Plaza; on the East by property of Mrs. Eliza Gallagher; on the North by East Houston street and on the West by Alamo Plaza; and

Whereas, as a part consideration for said land, the said Hugo & Schmeltzer Company did execute and deliver to the said William Heuermann, Gustav Schmeltzer and Chas. Hugo, three certain promissory notes, each for the sum of Twenty Five Thousand ($25,000.00) Dollars, bearing date with said deed, and payable to the order of William Heuermann, Gustav Schmeltzer and Chas. Hugo on or before five years after the date thereof, and a Vendor's Lien was expressly retained in such deed to secure the payment of said promissory notes;

And whereas, said promissory notes have been fully paid off and discharged, both principal and interest, and at the time of their payment, said notes were the property of the undersigned;

Now, therefore, know all men by these presents, that we, Mrs. Lina Heuermann and George Heuermann, Independent Executors of the Estate of William Heuermann, deceased, Chas. Hugo and Gustav Schmeltzer, of the County of Bexar and State of Texas, for and in consideration of the premises and the full and final payment of said notes, have remised, released, quit-claimed, discharged and acquitted, and by these presents do remise, release, quit-claim, discharge and acquit unto the said Hugo & Schmeltzer Company, their successors and assigns, the Vendor's Lien heretofore existing upon the land and premises aforesaid.

Witness our hands this 28th day of September A. D. 1903.

LINA HEUERMANN,
GEO. HEUERMANN,
Independent Executors of the Estate of William Heuermann, Deceased.
CHAS. HUGO.
G. SCHMELTZER.

THE STATE OF TEXAS,
County of Bexar.

Before me, W. A. Wurzbach, a Notary Public in and for Bexar County, Texas, on this day personally appeared Mrs. Lina Heuermann and George Heuermann, Independent Executors of the Estate of William Heuermann, deceased, Charles Hugo and Gustav Schmeltzer, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein set forth.

Given under my hand and seal of office this 28th day of September, A. D., 1903.

W. A. WURZBACH,
Notary Public, Bexar Co., Texas.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 10th day of February A. D. 1904, at 3:10 o'clock p. m. and duly recorded on the 16th day of February A. D. 1904, at 9:35 o'clock, a. m. in the records of said County, in book volume 221, on page 162.

In testimony whereof, witness my hand and official seal, at office, this 16th day of February A. D. 1904.

FRANK R. NEWTON,
County Clerk, Bexar Co. Tex.
By M. F. Campbell, Deputy.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents: That we, Hugo & Smeltzer, a firm composed of Chas. Hugo, Gustav Schmeltzer and Wm. Heuermann, of the County of Bexar, and State aforesaid, for and in consideration of the sum of One Hundred and Sixty Thousand Dollars to us in hand paid by and secured to be paid by Reagan Houston, as follows: Sixty thousand ($60,000.00) Dollars paid in cash, the receipt of which is hereby acknowledged, and One hundred thousand ($100,000.00) Dollars hereafter to be paid as evidenced by three promissory notes of even date herewith, signed by the said Reagan Houston, in favor of Hugo & Schmeltzer for thirty-three thousand, three hundred and thirty-three 33/100 dollars each, due respectively on or before twelve months, eighteen months and twenty-four months from October 1st 1890, and all bearing interest from October 1st, 1890 until paid at the rate of eight per cent per annum, to secure the payment of all said notes principal and interest, a vendor's lien is hereby specially retained on the premises hereinafter conveyed.

Have granted, sold and conveyed and by these presents do grant, sell, convey and deliver unto the said Reagan Houston of the County of Bexar and State of Texas, all that certain tract, parcel or piece of land lying and being in the State of Texas, and County of Bexar, and in the City of San Antonio. Bounded on the North by Houston Street, East by the Alamo Ditch, South by a tract of land heretofore sold to the State of Texas, and known as the "Alamo" and Alamo Plaza, and West by said Alamo Plaza, and being the same property conveyed Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick, by two several deeds recorded in the records of Bexar County, in Vol. No. 7, page 373, and Vol. No. 5, and pages 538 and 539, to which reference is hereby made.

The tract of parcel of land herein conveyed is more particularly described as follows:

Beginning at a stake set on the West Bank of Alamo Ditch being the South East corner of this tract and the North East corner of the tract heretofore sold to the State of Texas as aforesaid;

Thence North 79-1/3 West, 200 feet 2-2/5 inches;
Thence North 11 33′ East, 191-52/100 feet;
Thence South 79-1/10 East, 272-22/100 feet;

Thence with the meanders of said Ditch to the place of beginning. And being the same property conveyed to these grantors by the Administrator of the Estate of H. Grenet, deceased, by deed dated January 3rd, 1886, recorded in the records of Bexar County, Texas, in Volume No. 48, pages Nos. 50, 51 and 52.

To have and to hold, the above described premises, together with all and singular the rights and appurtenances thereto belonging unto the said Reagan Houston, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said Reagan Houston, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands at San Antonio, Texas this 11th day of September A. D. 1890.

CHAS. HUGO.
W. HEUERMANN,
G. SCHMELTZER.

THE STATE OF TEXAS,
County of Bexar.

Before me.....a Notary Public in and for Bexar County, Texas, on this day personally appeared Chas. Hugo, W. Heuermann and G. Schmeltzer, composing the firm of Hugo and Schmeltzer, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 11th day of September A. D. 1890.

.....

(Seal) Notary Public, Bexar Co. Texas.

No. 1416.

THE STATE OF TEXAS,
County of Bexar.

I, Thad W. Smith, County Clerk of said County, do hereby certify that the foregoing instrument of writing, with its certificate of authentication, was filed for registration in my office on the 11th day of September A. D. 1890, at o'clock p. m., and duly recorded on the 12th day of September A. D. 1890, at 9 o'clock a. m. in the Records of said County, in Book volume 65, on pages 361-363.

In testimony whereof, witness my hand and official seal, at office, this 12 day of September 1890.

THAD W. SMITH,
(Seal) County Clerk, Bexar Co., Texas.
By John Stappenbeck, Deputy.

(Endorsed: Warranty Deed Hugo & Schmeltzer to Reagan Houston. Filed for record in my office this 11" day of September A. D. 1890, at 5 o'clock and .....minutes, p. m. Recorded September 12" 1890, in Bexar County Record of Deeds, Book Vol. 65, Page 361. Chas. W. Smith, Clerk.)

(In print: "Houston Bros., Attorneys at Law, San Antonio, Texas.)

(Endorsed: Filed in the Office of the Secretary of State, this 4 day of Oct. 1905. O. K. Shannon, Secretary of State.)

THE STATE OF TEXAS,
County of Bexar.

Before me, Wm. S. Temple, a Notary Public in and for Bexar County, Texas, on this day personally appeared Reagan Houston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of January, 1891.

WM. S. TEMPLE,
Notary Public, Bexar Co., Tex.

(Cancelled as per below memo—Apr. 13/92. Wm. S. Temple, Notary Public.)

The consideration mentioned as paid by me to Reagan Houston in the Instrument on the reverse hereof having been returned, I hereby reconvey with said Reagan Houston the property therein conveyed and authorize the Notary Public to cancel the record of Mr. R. Houston's acknowledgement on his book.

San Antonio, April 13. 1892.

ALBERT MAVERICK.

In presence of
Witness:
J. H. Premall
Chas. F. McKeen.

Filed in the office of the Secretary of State this 4th day of October, 1905.
O. K. SHANNON, Secretary of State.

San Antonio, Texas. Jan. 27, 1891.

Know all men by these presents that I, Reagan Houston, for a valuable consideration paid to me by Albert Maverick, have bargained, sold and conveyed and do hereby bargain sell and convey unto the said Albert Maverick the interest and title that is vested in me by virtue of a deed executed by Chas. Hugo, Wm. Heuermann and G. Schmeltzer to me dated the 11th day of September, 1890, con-

veying the Hugo & Schmeltzer real property at the North east corner of Alamo Plaza in the City of San Antonio, Texas, and bounded North by East Houston Street, East by Madre Ditch, est by Alamo Plaza and South by said Plaza and the Alamo.

The said property in said Albert Maverick's hands and his assigns to be subject to the vendor's lien held by said Chas. Hugo, Wm. Heuermann and G. Schmeltzer for the still unpaid One hundred thousand dollars of the purchase money due on said property.

Witness my hand this January 27, 1891.

The said Albert Maverick not however binding himself to pay or assume said unpaid purchase money notes.

REAGAN HOUSTON.

"TRANSFER."

STATE OF TEXAS,
County of Bexar.

Know all men by these presents, that

Whereas, On the eleventh day of September, 1890, Chas. Hugo, Wm. Heuermann and G. Schmeltzer, composing the firm of Hugo & Schmeltzer, of the City of San Antonio, Bexar County, State of Texas, made, executed and delivered unto Reagan Houston, of said City, County and State, their certain deed of conveyance to a tract or parcel of land in the City of San Antonio, Bexar County, lying and being on the corner of Alamo Plaza and Houston Street, and bounded East by the Alamo Ditch, South by property sold to the State of Texas, West by Alamo Plaza and North by East Houston Street, which said deed of conveyance is recorded in the office of the County Clerk of Bexar County in Vol. No. 65 on pages 361-363, and to which reference is hereby made for description and all further particulars:

And whereas on a part of the purchase money was paid for the property above described by the said Reagan Houston to the said Chas. Hugo, Wm. Heuermann and G. Schmeltzer, and a vendor's lien was specially retained for the balance of the purchase money, towit: the sum of one hundred thousand dollars, as evidenced by three certain promissory notes, of even date with said deed of conveyance for the sum of thirty-three thousand, three hundred and thirty-three 33-100 Dollars each.

And, whereas, two of the aforesaid notes, interest on said total amount, as well as Taxes are now due and payable;

And, whereas, I am desirous but unable to pay the amount so due:

Now, therefore, I Reagan Houston, for and in consideration of the premises, and in consideration of the surrender of the said promissory notes to me, by the said Hugo & Schmeltzer in full satisfaction of my said debt to them, have bargained, granted, sold and conveyed, and these presents do grant, bargain, sell, convey and deliver unto the said Chas. Hugo, Wm. Heuermann and G. Schmeltzer, all and singular the premises above described, together with all the rights, members, appurtenances and hereditaments, or in anywise incident or appertining.

To have and to hold the premises above described unto the said Chas. Hugo, Wm. Heuermann and G. Schmeltzer, their heirs and assigns forever.

And I do hereby bind myself, my heirs and legal representative to warrant and forever defend the title to said premises to the vendees, their heirs and assigns against all persons whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under me.

Witness my hand, at San Antonio, this 18th day of April, A. D. 1892.

REAGAN HOUSTON.

THE STATE OF TEXAS,
County of Bexar.

Before me, Wm. S. Temple, a Notary public in and for Bexar County, Texas, on this day personally appeared Reagan Houston, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed.

Given under my hand and seal of office this 18th day of April A. D. 1892.

WM. S. TEMPLE,

(Seal) Notary Public, Bexar County, Texas.

THE STATE OF TEXAS,
County of Bexar.

I, Thad W. Smith, county clerk, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for registration in my office on the 20th day of April A. D. 1892, at 3 o'clock P. M., and duly recorded on the 25th day of April A. D. 1892 at 1 o'clock P. M., in the records of.....said County, in book volume 106 on pages Nos. 612 to 615.

In testimony whereof, witness my hand and official seal at office, this 25th day of April, A. D. 1892.

THAD W. SMITH,
County Clerk, Bexar County, Texas.
By John Stappenbeck, Deputy.

(Endorsed—Reagan Houston to Chas. Hugo et al. Wm. Heuermann and G. Schmeltzer. Deed. Apl 18/92.)

"Endorsed—Filed for Record in my office, this 20 day of Apl. 1892, at 3 o'clock P. M. Thad W. Smith, Co. Clk. Bexar Co., Tex. John Stappenbeck, Deputy.

(Endorsed—Filed in the Office of the Secretary of State, This 4 day of Oct. 1905. O. K. Shannon, Secretary of State).

In Red Ink (Vol. 106, p. 612).

(Copy)

RELEASE OF ROSSKAM GERSTLEY & CO. TO HUGO & SCHMELTZER.

THE STATE OF PENNSYLVANIA,
County of Philadelphia.

Whereas, on the 2nd day of February A. D. 1886 Charles Hugo, Wm. Heuermann and Gustav Schmeltzer, composing the firm of Hugo & Schmeltzer, of the County of Bexar, State of Texas, made executed and delivered unto Rosskam Gerstley & Co of the City of Philadelphia State of Pennsylvania, their certain five promissory notes for five thousand Dollars each bearing six per centum interest per annum,—and to secure the payment thereof on the same day made executed and delivered unto L. C. Trothaus, as Trustee, their certain deed of Trust upon the following described premises to-wit:

All that tract or parcel of land lying and being in the County of Bexar, State of Texas, and in the City of San Antonio and bounded on the North by Houston Street 272 feet—on the West by Alamo Plaza 192 feet, on the South by Alamo Plaza and the old Mission Church 200 feet and on the East by the Alamo Ditch which said deed of Trust is recorded in the Records of Bexar County in Volume No. 46, page 578. et seq.

And whereas the said payors Hugo & Schmeltzer, the firm composed of the members aforesaid, have fully paid and discharged said five promissory notes together with all the interest due thereon, according to their tenor and effect.

Now therefore we, the payees of the promissory notes aforesaid, acknowledging full payment thereof, hereby release relinquish and reconvey unto the said payors, Chas. Hugo, Wm. Heuermann and Gustav Schmeltzer, composing said firm of Hugo and Schmeltzer all and singular the premises above described, hereby cancelling and annulling all right claim interest, title and demand we had and held in and to said premises by virtue of the notes and deed of Trust aforesaid.

Witness our hands at Philadelphia, State of Pennsylvania this 23rd day of June, A. D. 1890.

ISAAC ROSSKAM,
HENRY GERSTLEY
LOUIS GERSTLEY
WILLIAM GERSTLEY
Comprising firm of Rosskam, Gerstley & Co.

THE STATE OF PENNSYLVANIA,
City and County of Philadelphia.

Before me, Jos. R. Teller a Notary Public in and for the County and State aforesaid this day personally appeared Isaac Rosskam, Henry Gerstley, Louis

Gerstley, William Gerstley, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under by hand and seal of office this 23rd day of January A. D. 1890.

JOS. R. TELLER,
Notary Public.

THE STATE OF TEXAS,
County of Bexar.

I, Thad. W. Smith, County Clerk of said County, do hereby certify that the foregoing instrument of writing, with its certificate of authentication was filed for registration in my office on the 5th day of September A. D. 1890 at 10½ o'clock A. M. and duly recorded on the 5th day of September A. D. 1890 at 1 o'clock P. M., in the Records of said County, in Book volume 78 on page S 153-155.

In testimony whereof, witness my hand and official seal, at office, this 5th day of September 1890.

THAD W. SMITH,
Co. Clerk Bexar Co. Tex.
By John Stappenbeck, Deputy.

(Copy)

FIELD NOTES OF SURVEY OF ALAMO STOREHOUSE PROPERTY.

Field Notes of a Survey of the Alamo Storehouse property belonging to the Estate of H. Grenet, dec'd., comprising the two tracts acquired by said Estate from Bishop Pellicer and from W. H. Maverick, said Survey being made for Messrs. Hugo & Schmeltzer.

Beginning for S. E. cor. on W. edge of Alamo Ditch at the N. E. cor. of the site of the Alamo Church proper now owned by the State of Texas. The place of said corner is preserved by a stake driven on W. bank of Ditch at 4-¾ feet (4 ft. 9 inches.) from W. edge and 6 ft. 9 inches from centre of said Ditch meas'd on a course N. 79-⅓ degrees W.

Thence, for greater precision, from the W. edge of the Ditch, N. 79⅓ degrees W. at 4¾ feet the stake aforesaid, at 113 ft. 8 inches a nail in line driven in door sill of a door in S. wall of the Store House property, at 200 ft. 2-2/5 inches the S. W. cor. of the old stone convent building now used as a Store-House.

Thence on an angle of 89 degrees 7′ with S. line, or, N. 11 degrees 33′ E. 191-52/100 ft. to the N. W. cor. of the old stone convent building on S. side of Houston St. Thence, on an angle of 90 degrees 39′ with W. line, or, S. 79-1/10 degrees E. at 161-35/100 ft. reach N. E. cor. of galleried building; at 272.22 feet reach N. E. cor. of this Survey on W. bank of Alamo Ditch, marked by the intersection of E. edge of the third plank—counting from West to East of the wooden covering of bridge over the Alamo Ditch.

Thence, down the Alamo Ditch, along its W. Edge, with its meanders to the place of beginning. Sur'd. Jan'y. 22nd, 1886.

(Var. used 9 degrees 11′ E. at 9 A. M.)

CHAS. P. SMITH,
Sur. & C. E.

GENERAL WARRANTY DEED—THE HUGO & SCHMELTZER COMPANY TO CHARLES HUGO.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents: That the Hugo & Schmeltzer Company, a private corporation acting herein by and through its President, G. Schmeltzer and Secretary, August Briam, Jr., hereunto duly authorized by a resolution passed on September 15th., 1903 by the Board of Directors of said corporation which was authorized and confirmed at a meeting of the stock-holders of said corporation on the same date, which said corporation has its legal domicile in the County of Bexar and State of Texas, for and in consideration of the sum of Seventy Five Thousand Dollars ($75,000.00) paid by Charles Hugo, the receipt of whereof is hereby acknowledged.

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Chas. Hugo of the County of Bexar and State of Texas all that certain tract or parcel of land lying and being situated in the County of Bexar, State of Texas, and within the corporate limits of the City of San Antonio, and more particularly described as follows; to-wit: Bounded on the North by Houston Street; on the East by the Alamo Ditch; on the South by the "Alamo" and Alamo Plaza and on the West by Alamo Plaza; and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick by two several deeds recorded in the Records of Bexar County in Vol. No. 7, page 373; and in Vol. No. 5, pages 538 & 539, and by George H. Kalteyer, Administrator of the Estate of Honore Grenet, deceased, to Hugo & Schmeltzer by deed dated January 23, 1886 and recorded in the Records of Bexar County in Book Volume 48, on pages 50 to 52, and said tract of land being described as: "Beginning at a stake set on the West bank of the Alamo Ditch, beginning the South corner of this tract and the North East corner of the tract heretofore sold to the State of Texas, and being known as "The Alamo;" thence North 79-½ degrees West 200 feet 2-2/5 inches; thence North 11 degrees 33′ East 191-52/100 feet; thence South 79.1 degrees East 272 22/100 feet; thence with the meanders of said Ditch to the place of beginning.

To Have and to Hold, the above described premises, together with all and singular, the rights and appurtenances thereto in any wise belonging, unto the said Charles Hugo, his heirs and assigns forever; and the said Hugo & Schmeltzer Company does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular, the said premises unto the said Charles Hugo, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is however, made subject to an option to purchase this said property given by Charles Hugo, G. Schmeltzer, and George Heuermann and Lina Heuermann as Independent Executors of the Estate of William Heuermann, Dec. to Miss Clara Driscoll on the 18th day of March, A. D. 1903, and which said option was given in writing, and is hereby referred to and made a part hereof.

Witness the name of said Corporation by its President, G. Schmeltzer, and the seal of said corporation attested by its Secretary, August Briam, Jr., at its office in San Antonio, in Bexar County, Texas, on this 26th day of September, A. D. 1903.

G. SCHMELTZER,
President of the Hugo & Schmeltzer Co.

Attest:
AUG. BRIAM, JR., Secretary the Hugo Schmeltzer Co.

THE STATE OF TEXAS,
County of Bexar.

Before me, W. A. Wurzbach, a Notary Public in and for Bexar County, Texas, on this day personally appeared G. Schmeltzer, President, and August Briam, Jr., Secretary, of the Hugo & Schmeltzer Company, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and as the act and deed of the Hugo & Schmeltzer Company.

Given under my hand and seal of office this 26th day of September, A. D. 1903.

W. A. WURZBACH,
Notary Public, Bexar Co., Tex.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 10th day of February, A. D. 1904, at 3:10 o'clock P. M., and duly recorded on the 16th day of February A. D. 1904, at 3 o'clock P. M., in the records of Deeds of said County, in book volume 223, on page 260.

In testimony whereof, witness my hand and official seal, at office, this 16th day of February, A. D. 1904.

FRANK R. NEWTON,
County Clerk, Bexar Co., Tex.
By August E. Huppertz, Deputy.

(Copy)

WARRANTY DEED WITH VENDOR'S LIEN—CHAS HUGO TO CLARA DRISCOLL.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents:

That I, Charles Hugo, of Bexar County, Texas, for and in consideration of the sum of Seventy-five thousand ($75,000.00) Dollars, paid and to be paid by Clara Driscoll as follows: Twenty-five thousand ($25,000.00) Dollars in cash, the receipt of which is hereby acknowledged, and Fifty Thousand ($50,000.00) Dollars as evidenced by five (5) promissory notes of even date herewith, each for the sum of Ten Thousand ($10,000.00) Dollars, and payable respectively on or before, one (1), two (2), three (3), four (4), and five (5) years after date, each bearing interest from date until maturity, at the rate of six (6) per cent per annum and ten (10) per cent per annum after maturity; payable annually, and each stipulating that the failure to pay any annual installment of interest when due, or any one of said notes when due, shall, at the election of the holder of said notes or any of them, mature all of said notes, and providing for ten (10) per cent attorney's fees if notes are placed in the hands of an attorney for collection, or judicial proceedings become necessary to collect the same, and the payment of which notes is secured by a Vendor's lien hereby expressly retained upon the property hereinafter conveyed,

Have granted, sold and conveyed, and by these presents, do grant, sell and convey unto the said Clara Driscoll, a femme sole of San Antonio, Bexar County, Texas, all that certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, and more particularly described as follows, to-wit:

Bounded on the North by Houston Street; on the East by the Alamo Ditch; on the South by the "Alamo" and Alamo Plaza and on the West by Alamo Plaza; and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick by two several deeds recorded in the Records of Bexar County in Vol. No. 7, page 373, and in Vol. No. 5, pages 538 and 539, and by George H. Kalteyer, Administrator of the Estate of Honore Grenet, deceased, to Hugo & Schmeltzer by deed dated January 23, 1886, and recorded in the Records of Bexar County in Vol. 48 on pages 50 to 52, and said tract of land being described as "Beginning at a stake set on the west bank of the Alama Ditch, being the South-east corner of this tract and the North-east corner of the tract heretofore sold to the State of Texas, and being known as "The Alamo"; thence North 79-1/2 degrees west 200 feet, 2-2/5 inches; thence North 11 degrees 33′ East 191-52/100 feet; thence South 79-1/10 degrees East 272-22/100 feet; thence with the meanders of said Ditch to the place of beginning."

To have and to hold, the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Clara Driscoll, her heirs and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said Clara Driscoll, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is distinctly understood and agreed that this property is purchased by Clara Driscoll for the use and benefit of the Daughters of the Republic of Texas, and is to be used by them for the purpose of making a park about the Alamo, and for no other purpose whatever. But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

Witness my hand, this 10th day of February, A. D. 1904.

CHAS. HUGO.

Witnesses:
N. S. Graham.
W. A. Wurzbach.

THE STATE OF TEXAS,
County of Bexar.

Before me, W. A. Wurzbach, a Notary Public within and for Bexar County, Texas, on this day personally appeared Charles Hugo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10th day of February, A. D. 1904.

W. A. WURZBACH,
Notary Public, Bexar County, Texas.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 10th day of February A. D. 1904, at 3:10 o'clock p. m., and duly recorded on the 16th day of February, A. D. 1904, at 4:20 o'clock, p. m., in the records of Deeds of said County, in book volume 223, on page 261.

In testimony whereof, witness my hand and official seal, at office, this 16th day of February, A. D. 1904.

FRANK R. NEWTON,
County Clerk, Bexar County, Tex.
By August E. Huppertz, Deputy.

DEED OF CONFIRMATION—CHAS. HUGO TO CLARA DRISCOLL.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents, that:

Whereas, on February 10th, 1904, I. Charles Hugo of Bexar County, Texas, did convey to Clara Driscoll of Bexar County, Texas, by a general warranty deed the property known as the Hugo-Schmeltzer property by deed duly recorded in Book 223, page 261, of the Deed Records of Bexar County, Texas; and

Whereas, the meanders of the Alamo Ditch bounding said property on the East were not given; and

Whereas, the estate of Eliza Callagher owning the property to the East and Clara Driscoll have entered into a boundary agreement establishing the meanders of said Alamo Ditch;

Now, in consideration of the premises and for the purpose of confirming the deed executed by me as aforesaid, I, Charles Hugo of Bexar County, Texas, for and in consideration of one dollar to me in hand paid by Clara Driscoll, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Clara Driscoll of Bexar County, Texas, all that certain tract or parcel of land situated in the City of San Antonio, Bexar County, Texas, known and described as follows:

Beginning at a stake set in the center of the old and now abandoned Alamo Ditch for the South East corner of this tract and for the North East corner of the tract heretofore sold to the State of Texas known as the Alamo:

Thence N. 79 degrees 06 minutes W. along the north boundary line of said "Alamo" tract passing its North West corner 202.8/10 feet to a stake set on the east side of Alamo Plaza for the South West corner this survey;

Thence N. 12 degrees 001/2 minutes E. along the East side of said Alamo Plaza 191.6/10 feet to a stake set on the South side of Houston Street for the North West corner of this survey.

Thence along the South side of said Houston Street S. 78 degrees 39 minutes E. 181.7/10 feet and S. 74 degrees 23 1/2 minutes E. 91.1/10 feet to a stake set in the center of said old abandoned Alamo Ditch for the North East corner this survey;

Thence along the center of said old abandoned Alamo Ditch S. 39 degrees 59 1/2 minutes W. 140.0 feet and S. 14 degrees, 53 1/2 minutes W. 61.1/10 feet to the place of beginning.

To have and to hold the above described premises, together with all and singu-

lar, the rights and appurtenances thereto in anywise belonging, unto the said Clara Driscoll, her heirs or assigns, forever. And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said Clara Driscoll, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, according to the terms and warranties set out in my deed to Clara Driscoll dated February 10, 1904, above referred to.

Witness my hand this 21st day of August, A. D. 1905.

(Signed) CHAS. HUGO.

THE STATE OF NEW YORK,
County of Erie,
City of Buffalo.

Before me, the undersigned authority, on this day personally appeared Charles Hugo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and Seal of office, this 21st day of August, A. D. 1905.

(Signed) W. MEADWAY,
Notary Public in and for Erie County, State of New York.

THE STATE OF TEXAS.
County of Bexar.

I, Frank R. Newton, County Clerk of said County do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 1st day Sept. A. D. 1905 at 10:40 o'clock a. m. and duly recorded on the 7th day of Sept. A. D. 1905 at 11:50 o'clock a. m. in the records of Deeds of said County, in book volume 238, on pages 361-362.

In testimony whereof, witness my hand and official seal, at office, this 7th day of Sept. A. D. 1905.

FRANK R. NEWTON,
County Clerk, Bexar County, Texas.
By August E. Huppertz, Deputy.

RELEASE OF VENDOR'S LIEN—CHAS HUGO TO CLARA DRISCOLL.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents, that:

Whereas, on February 10th, 1904, I did convey to Clara Driscoll the property hereinafter described in consideration of twenty-five thousand dollars in cash and fifty thousand dollars as evidenced by five notes of even date with said deed, each for the sum of ten thousand dollars, and payable on or before one, two, three, four and five years after the date of said deed, with six per cent. interest until maturity, and ten per cent. interest after maturity, payable annually, the payment of which notes was secured by a Vendor's Lien expressly retained in said deed, as is more fully set out therein, which deed is recorded in Book 223, page 261, Deed Records of Bexar County, Texas, to which reference is here made for further description; and

Whereas, all of said notes, principal and interest, have been fully paid to me by the said Clara Driscoll;

Now, therefore, in consideration of the premises, I, Charles Hugo of Bexar County, Texas, have released and conveyed to Clara Driscoll of Bexar County, Texas, the property described in said deed as follows:

All that certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, and more particularly described as follows, to-wit:

Bounded on the North by Houston Street, on the East by the Alamo Ditch, on the South by the Alamo and Alamo Plaza, and on the West by Alamo Plaza, and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick, by two several deeds recorded in the records of Bexar County in Vol. No. 7, page 373, and in Vol. No. 5, page 538, and by George H. Kalteyer, administrator of the Estate of Honore Grenet, de-

ceased, to Hugo & Schmeltzer by deed dated Jan. 23, 1886, and recorded in the records of Bexar County, in Vol. 48, page 50, and said tract of land being described as: Beginning at a stake set on the west bank of the Alamo Ditch being the South East corner of this tract and the North East corner of the tract heretofore sold to the State of Texas and being known as the "Alamo." Thence North 79-1/3 degrees West 200 feet 2-2/5 inches. Thence North 11 degrees 33′ East 191-52/100 feet. Thence South 79-1/10 degrees East 272-22/100 feet. Thence with meanders of said ditch to the place of beginning.

To have and to hold the same forever free and discharge from all right, titles or liens vested in me by reason of having been the vendor of said property, and by reason of having retained a Vendor's Lien thereon to secure the payment of the notes described in said deed.

Witness my hand, this the 21st day of August, A. D. 1905.

(Signed) CHAS. HUGO.

THE STATE OF NEW YORK,
County of Erie,
City of Buffalo.

Before me, the undersigned authority, on this day personally appeared Charles Hugo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same the purposes and consideration therein expressed.

Given under my hand and Seal of office this 21st day of August, A. D. 1905.

G. MEADWAY,
Notary Public in and for Erie County, State of New York.

No. 1.
$10,000.00. San Antonio, Texas, February 10th, 1904.

On or before one year after date, for value received, I promise to pay to the order of Charles Hugo at the Alamo National Bank, in San Antonio, Texas, the sum of Ten Thousand ($10,000.00) Dollars in Gold, with interest thereon from date until maturity hereof, at the rate of six per cent per annum, and ten per cent per annum after maturity; interest payable annually.

This note is given in part purchase of a certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, and more particularly described as follows, to-wit:

Bounded on the North by Houston Street; on the East by Alamo Ditch; on the South by the Alamo and Alamo Plaza, and on the West by Alamo Plaza, and known as the Hugo & Schmeltzer property, this day deeded to me by Charles Hugo, and to secure the payment of this note according to the tenor hereof, a Vendor's Lien is retained in said conveyance. All past due interest on this note shall bear interest from maturity thereof until paid at the rate of ten per cent per annum.

It is understood and agreed that failure to pay this note, or any installment of interest thereon when due shall, at the election of the holder of them or any of them, mature all notes this day given by me to Charles Hugo in purchase of said property, and it is hereby specially agreed that if this note is placed in the hands of an Attorney for collection after maturity, or judicial proceedings become necessary to collect same, I agree to pay ten per cent additional on the principal and interest then due as attorney's fees.

CLARA DRISCOLL.

Across the face thereof is written: "Paid in full Feby 10, 1905. Chas. Hugo."
Endorsed on back: "Chas. Hugo—without recourse."
Endorsed: Vendor's Lien Note No. 1.
Endorsed: Filed in the Office of the Secretary of State this 4 day of Oct. 1905. O. K. Shannon, Secretary of State.

No. 2.
$10,000.00. San Antonio, Texas, February 10th, 1904.

On or before two years after date, for value received, I promise to pay to the order of Charles Hugo at the Alamo National Bank, in San Antonio, Texas, the sum of Ten Thousand ($10,000.00) Dollars in Gold, with interest thereon from

date until maturity hereof, at the rate of six per cent per annum, and ten per cent per annum after maturity; interest payable annually.

This note is given in part purchase of a certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, and more particularly described as follows, towit:

Bounded on the North by Houston Street; on the East by Alamo Ditch; on the South by the Alamo and Alamo Plaza, and on the West by Alamo Plaza, and known as the Hugo & Schmeltzer property, this day deeded to me by Charles Hugo, and to secure the payment of this note according to the tenor hereof, a Vendor's Lien is retained in said conveyance. All past due interest on this note shall bear interest from maturity thereof until paid at the rate of ten per cent per annum.

It is understood and agreed that failure to pay this note, or any installment of interest thereon when due shall, at the election of the holder of them or any of them, mature all notes this day given by me to Charles Hugo in purchase of said property, and it is hereby specially agreed that if this note is placed in the hands of an Attorney for collection after maturity, or judicial proceedings become necessary to collect same, I agree to pay ten per cent additional on the principal and interest then due as attorney's fees.

CLARA DRISCOLL.

Stamped across signature is the following: "Alamo National Bank, San Antonio, Tex., Paid, Aug. 30, 1905."

On back appears: "Feby 10, 1905—Interest paid to Feby 10, 1905."

"Endorsed: Vendor's Lien Note No. 2."

(Endorsed: Filed in the Office of the Secretary of State, this 4 day of Oct. 1905. Secretary of State.)

No. 3.

$10,000.00. San Antonio, Texas, February 10th, 1904.

On or before three years after date, for value received, I promise to pay to the order of Charles Hugo at the Alamo National Bank in San Antonio, Texas, the sum of Ten Thousand (10,000.00) Dollars in Gold, with interest thereon from date until maturity hereof, at the rate of six per cent per annum, and ten per cent per annum after maturity; interest payable annually.

This note is given in part purchase of a certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio and more particularly described as follows, to-wit:

Bounded on the North by Houston Street; on the East by Alamo Ditch; on the South by the Alamo and Alamo Plaza; and on the West by Alamo Plaza, and known as the Hugo & Schmeltzer property, this day deed to me by Charles Hugo, and to secure the payment of this note, according to the tenor hereof, a Vendor's Lien is retained in said conveyance. All past due interest on this note shall bear interest from maturity thereof until paid at the rate of ten per cent per annum.

It is understood and agreed that failure to pay this note, or any installment of interest hereon when due shall, at the election of the holder of them or any of them, mature all notes this day given by me to Charles Hugo in purchase of said property, and it is hereby specially agreed that if this note is placed in the hands of an Attorney for collection after maturity or judicial proceedings become necessary to collect same, I agree to pay ten per cent additional on the principal and interest then due as attorney's fees.

(Signed) CLARA DRISCOLL.

No. 4.

$10,000.00. San Antonio, Texas, February 10th, 1904.

On or before four years after date, for value received, I promise to pay to the order of Charles Hugo at the Alamo National Bank, in San Antonio, Texas, the sum of Ten Thousand ($10,000.00) Dollars in Gold, with interest thereon from date until maturity hereof, at the rate of six per cent per annum and ten per cent per annum after maturity; interest payable annually.

This note is given in part purchase of a certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, and more particularly described as follows, to-wit:

Bounded on the North by Houston Street; on the East by Alamo Ditch; on the South by the Alamo and Alamo Plaza; and on the West by Alamo Plaza, and known as the Hugo & Schmeltzer property, this day deeded to me by Charles Hugo, and to secure the payment of this note, according to the tenor hereof, a Vendor's Lien is retained in said conveyance. All past due interest on this note shall bear interest from maturity thereof until paid at the rate of ten per cent per annum.

It is understood and agreed that failure to pay this note, or any installment of interest hereon when due shall, at the election of the holder of them or any of them, mature all notes this day given by me to Charles Hugo in purchase of said property, and it is hereby specially agreed that if this note is placed in the hands of an Attorney for collection after maturity or judicial proceedings become necessary to collect same, I agree to pay ten per cent additional on the principal and interest then due as attorney's fees.

CLARA DRISCOLL.

Stamped across signature is the following: "Alamo National Bank, San Antonio, Tex., Paid, Aug. 30, 1905."

On back appears: "Pay to the order of Geo. Heuermann—Chas. Hugo—without recourse."

Also: Feby. 10, 05. Interest paid to Feby. 10, 1905.

(Endorsed: Vendor's Lien Note No. 4.)

Endorsed: Filed in the Office of the Secretary of State this 4 day of Oct. 1905.
Secretary of State.

No. 5.

$10,000.00. San Antonio, Texas, February 10th, 1904.

On or before five years after date, for value received, I promise to pay to the order of Charles Hugo at the Alamo National Bank, in San Antonio, Texas, the sum of Ten Thousand ($10,000.00) Dollars in Gold, with interest thereon from date until maturity hereof, at the rate of six per cent per annum and ten per cent per annum after maturity; interest payable annually.

This note is given in part purchase of a certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, and more particularly described as follows, to-wit:

Bounded on the North by Houston Street; on the East by Alamo Ditch; on the South by the Alamo and Alamo Plaza; and on the West by Alamo Plaza, and known as the Hugo & Schmeltzer property, this day deeded to me by Charles Hugo, and to secure the payment of this note, according the the tenor hereof, a Vendor's Lien is retained in said conveyance. All past due interest on this note shall bear interest from maturity thereof until paid at the rate of ten per cent per annum.

It is understood and agreed that failure to pay this note, or any installment of interest hereon when due shall, at the election of the holder of them or any of them, mature all notes this day given by me to Charles Hugo in purchase of said property, and it is hereby specially agreed that if this note is placed in the hands of an Attorney for collection after maturity or judicial proceedings become necessary to collect same, I agree to pay ten per cent additional on the principal and interest then due as attorney's fees.

CLARA DRISCOLL.

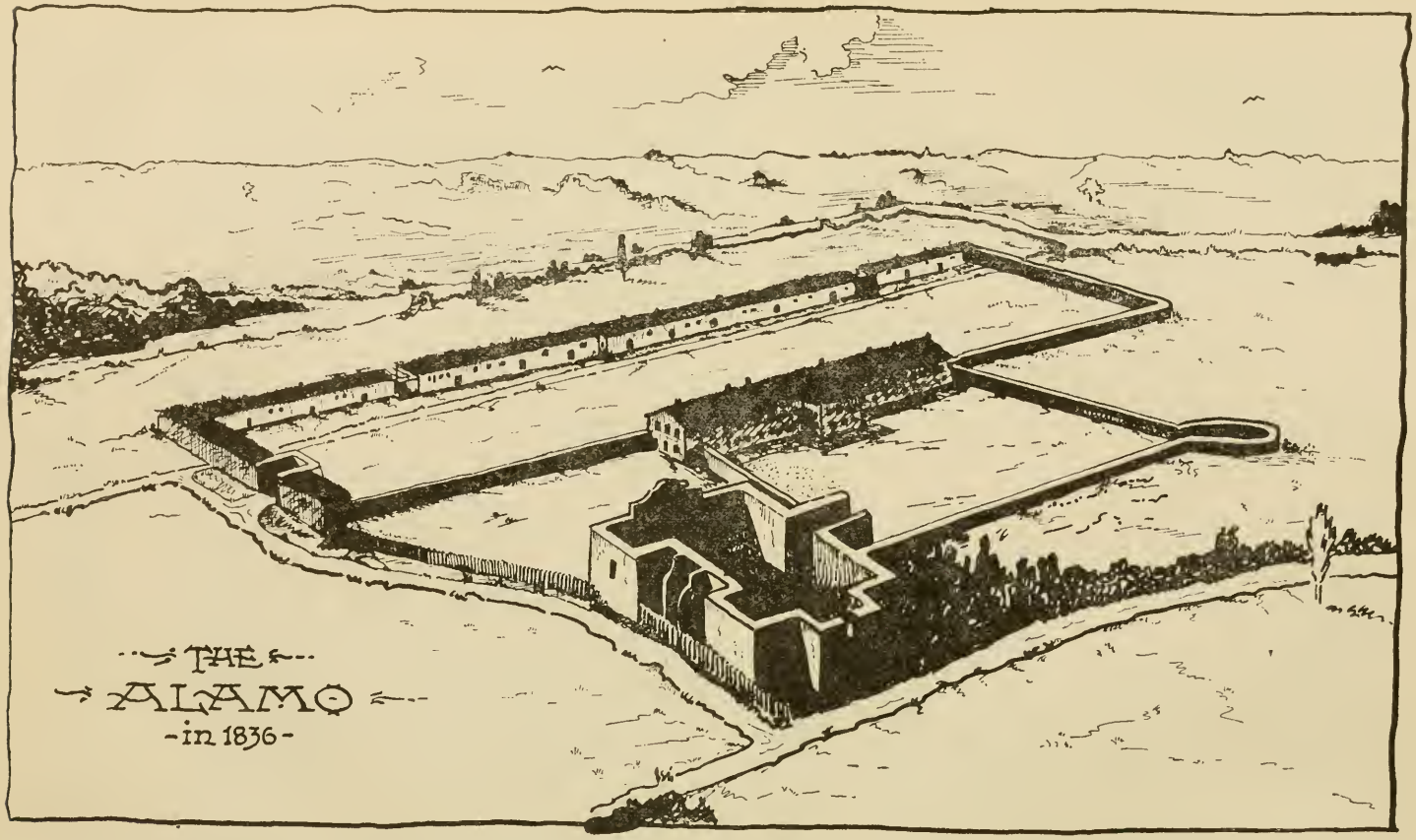
Stamped across signature is the following: "Alamo National Bank, San Antonio, Texas., Paid, Aug. 30, 1905."

On back appears: "Chas. Hugo—without recourse."

Also: "Feby 10. 05. Int. Paid to Feby. 10, 1905."

End.: Vendor's Lien Note No. 5.

(Endorsed: Filed in the Office of the Secretary of State, this 4 day of Oct. 1905. Secretary of State.)



This has been printed as a "bird's-eye view" picture of the Alamo in 1836. But it is not claimed that it is accurate but it shows the roof off the chapel. The best data obtainable shows that the roof of the chapel had fallen in some time prior to its use in 1836, and that the use of the chapel had been abandoned for quite a while. But at the time the Texans used it the roof had been at least partially restored according to best information. The long building shown in the picture formed the principal part of the Alamo in 1836. It is proposed now to destroy it.

(Copy)

QUITCLAIM DEED—CATHOLIC CHURCH OF THE DIOCESE OF SAN ANTONIO, TEXAS, TO CLARA DRISCOLL.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents, That the Catholic Church of the Diocese of San Antonio in the State of Texas, acting by and through J. A. Forest, Catholic Bishop of said Diocese, its duly authorized agent and trustee, for and in consideration of the sum of One Dollar to it in hand paid by Clara Driscoll, a feme sole, receipt of which is hereby acknowledged, have released and quit-claimed and by these presents do release and quit-claim unto the said Clara Driscoll the following described tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, particularly described as follows, to-wit:

"Bounded on the North by Houston Street; on the East by the Alamo Ditch; on the South by the "Alamo" and Alamo Plaza and on the West by Alamo Plaza; and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick by two several deeds recorded in the Records of Bexar County in Vol. No. 7, page 373, and in Vol. No. 5, pages 538 and 539, and by George H. Kalteyer, Administrator of the Estate of Honore Grenet, deceased, to Hugo & Schmeltzer by deed dated January 23, 1886, and recorded in the records of Bexar County in Vol. 48 on pages 50 to 52, and said tract of land being described as: Beginning at a stake on the West bank of the Alamo Ditch, being the Southeast corner of this tract and the Northeast corner of the tract heretofore sold to the State of Texas, and being known as the Alamo; thence North 79 1/3 degrees West 200 feet 2 2/5 inches; thence North 11 degrees 33′ East 191 52/100 feet; thence South 79 1/10 degrees East 272 22/100 feet; thence with the meanders of said Ditch to the place of beginning."

To have and to hold the above described premises unto the said Clara Driscoll, her heirs and assigns, forever.

Witness my hand, this the 26th day of May, 1905.

J. A. FOREST,
Bishop of San Antonio.

(Copy)

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority, on this day personally appeared J. A. Forest, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

Givn under my hand and seal of office, this 27th day of May, A. D. 1905.

GEO. HUNHESS,
Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 1st day of September A. D. 1905 at 10:40 o'clock a. m. and duly recorded on the 8th day of September A. D. 1905 at 5:10 o'clock p. m., in the records of Deeds of said County, in book volume 238, on pages 379-380.

In Testimony Whereof, witness my hand and official seal, at office this 8th day of September, A. D. 1905.

FRANK R. NEWTON,
County Clerk, Bexar Co. Tex.
By August E. Huppertz, Deputy.

(Copy)

QUITCLAIM DEED—CITY OF SAN ANTONIO TO CLARA DRISCOLL.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents that the City of San Antonio, a municipal corporation duly incorporated by special act of the Legislature, acting herein, by and through Bryan Callaghan thereof, under authority and by virtue of the provisions of an ordinance of the City Council of said City, passed and approved August 14, 1905, does hereby quit claim, release and acquit unto Clara Driscoll of Bexar County, Texas, any and all right title and interest that the City of San Antonio may have or may have had, in and to the following described property, viz.: All that certain tract or parcel of land lying and being in the County of Bexar and State of Texas within the corporate limits of the city of San Antonio, known as the Hugo & Schmeltzer property formerly a part of the old Alamo Mission (and adjoining the Alamo Church property now owned by the State) included within the following corrected field notes, viz:

Beginning at a stake set in the centre of the old, now abandoned Alamo Ditch, for the South-east corner of this tract and for the North-east corner of the tract heretofore sold to the State of Texas and known as the "Alamo." Thence N. 79 degrees 06′ minutes W. along the North boundary line of said "Alamo" tract passing its north-west corner, 202.8/10 feet to a stake set on the East side of Alamo Plaza for the South-west corner of this survey. Thence N. 12 degrees 00 1/2′ E. along the east side of said Alamo Plaza 191.6/10 feet to a stake set on the south side of Houston Street for the North-west corner of this survey. Thence along the South side of said Houston Street S. 78 degrees 39′ E. 181.7/10 feet and S. 74 degrees 23 1/2′ E. 91.1/10 feet to a stake set in the centre of said old abandoned Alamo Ditch for the North-east corner of this survey. Thence along the centre of said old abandoned Alamo Ditch, S. 39 degrees 59 1/2′ W. 140 feet and S. 14 degrees 53 1/2′ W. 61.1/10 feet to the place of beginning.

To have and to hold the same unto said Clara Driscoll, her heirs and assigns forever.

In testimony whereof said City of San Antonio has caused these presents to be signed by Bryan Callaghan, Mayor thereof, and attested by the City Clerk, with the seal of said City hereto affixed, this 14th day of August, A. D. 1905.

CITY OF SAN ANTONIO,
By Bryan Callaghan, Mayor.

Attest:
Frank Cassiano,
City Clerk.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bryan Callaghan, Mayor of the City of San Antonio, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as Mayor of said City of San Antonio, for and in behalf of said City, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 14th day of August, A. D. 1905.

W. A. WURZBACH,
Notary Public, Bexar County, Tex.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 1st day of September A. D. 1905, at 10:40 o'clock a. m., and duly recorded on the 8th day of September, A. D. 1905, at 4:45 o'clock p. m. in the records of Deeds of said County, in book volume 238, on pages 378-379.

In Testimony Whereof, witness my hand and official seal, at office, this 8th day of Sept. A. D. 1905.

FRANK R. NEWTON,
County Clerk, Bexar Co., Texas.
By August E. Huppertz, Deputy.

AN ORDINANCE.

Disclaiming any title or interest in and to that tract of land known as the "Alamo Tract," to be conveyed to the State of Texas by Clara Driscoll under the provision of an Act of the Legislature, approved January 26, 105, and authorizing the Mayor to execute quit claim deed thereto.

Whereas under the provisions of an Act of the Legislature, approved January 26, 1905, the Governor of the State of Texas to (is) authorized to obtain sufficient conveyance of that certain tract of land in the City of San Antonio, known as the "Hugo & Schmeltzer Property," formerly a part of the old Mission and adjoining the Alamo Church property, now owned by the State.

And whereas the Attorney General of the State has requested that the City of San Antonio execute a quit claim deed to said property, in order that the record might affirmatively show that the City of San Antonio asserts no claim or title thereto,

And whereas there is nothing of record indicating any claim on the part of said City to said property, and that the use and occupancy thereof by the parties now proposing to convey the same to the State of Texas and their vendors have been sufficient to bar any claim on the part of the City, even if such a claim could at any time have been asserted.

And whereas the City desires that the State of Texas acquire the said Alamo property as a sacred memorial to the heroes who immolated themselves upon that hallowed ground; therefore, Be it Ordained by the City Council of the City of San Antonio:

Section 1—That the Honorable Bryan Callaghan, as Mayor of the City of San Antonio, and in the name of said City, be, and he is hereby authorized to execute a quite claim deed to Clara Driscoll (through whom the State of Texas proposes acquiring the same) to that certain tract or parcel of land, lying and being in the County of Bexar and State of Texas, within the corporate limits of the City of San Antonio, known as the Hugo & Schmeltzer property, formerly a part of the old Alamo Mission (and adjoining the Alamo Church property, now owned by the State), included within the following corrected field notes, viz:

Beginning at a stake set in the centre of the old, now abandoned Alamo Ditch, for the south-east corner of this tract and for the North-east corner of the tract heretofore sold to the State of Texas and known as the "Alamo," Thence N. 79.06′ W. along the north boundary line of said "Alamo" tract, passing its North-west corner, 202 8/10 feet to a stake set on the East side of Alamo plaza for the South-west corner of this survey.

Thence N. 12 00½ E. along the East side of said Alamo plaza 191 6/10 feet to a stake set on the South side of Houston Street for the North-west corner of this survey; Thence along the South side of Houston Street S. 78 39′ E. 181 7/10 Feet and South 74 23½′ E. 91. 1/10 feet to a stake set in the centre of said old abandoned "Alamo Ditch" for the North-east corner of this survey.

Thence along the centre of said old abandoned Alamo ditch, S. 39 59½′ W. 140 feet and south 14.53½′ W. 61 1/10 feet to the place of beginning.

Said tract of land being bounded on the North by Houston Street, on the East by Alamo Ditch, on the South by the Alamo Church Property, and Alamo Plaza, and on the West by Alamo Plaza.

Section 2—That the rule requiring this ordinance to be read at three regular meeting of the City Council, be and the same is hereby suspended, and said ordinance under suspension of the rules be read three several times, and finally passed and approved at this meeting of the City Council, and be in force from and after its passage.

Passed and approved the 14th day of August, A. D. 1905.

BRYAN CALLAGHAN,
Mayor.

Attest:
FRANK CASSICINO,
City Clerk.

(Copy)

Office of the City Clerk,
San Antonio, Texas, Aug. 23, 105.

I, Frank Cassiano, City Clerk of the City of San Antonio, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed and approved by the City Council of the City of San Antonio, on the 14th day of August, 1905.

Witness my hand and the seal of the City of San Antonio, this the 23rd day of August, 1905.

(Signed) FRANK CASSIANO,
City Clerk.

(Copy)

(Copy)

RELEASE OF CONDITIONS IN OPTION OF AGREEMENT.

THE STATE OF TEXAS,
County of Bexar.

Whereas, by instrument in writing of date March 18th, 1903, signed in triplicate of which an original copy is hereto attached as part hereof, Clara Driscoll made a proposal for the purchase of the property hereinafter described and referred to, which was accepted and agreed to by us in the following terms:

"We accept the foregoing proposition, however, only on condition that said property is to be purchased for the use and benefit of the Daughters of the Republic and to be used by them for the purpose of making a park about the Alamo, and we agree to convey said property, to such person or persons as may be designated by the Daughters of the Republic upon compliance of Miss Clara Driscoll of the terms and conditions contained in the foregoing proposition;" and

Whereas, thereafter the said property hereinafter described and referred to, was by Hugo and Schmeltzer Company, a corporation, conveyed to Chas. Hugo by deed dated September 26th, 1903, of record in Book 223, page 260 of the Deed Records of Bexar County, Texas, to which deed and its record reference is made, which deed was expressly stated to have been made subject to the option to purchase said property given by us to Miss Clara Driscoll, on March 18th, 1903, as above stated, which said option was in said deed referred to and made a part thereof; and

Whereas by deed dated Feby. 10th, 1904, of record in Book 223, page 261 to which reference is hereby made, the said Chas. Hugo conveyed to the said Clara Driscoll the said property hereinafter described and referred to in compliance with the said option in favor of the said Clara Driscoll, in which deed there is expressed the following condition:

"It is distinctly understood and agreed that this property is purchased by Clara Driscoll for the use and benefit of the Daughters of the Republic of Texas and is to be used by them for the purpose of making a park about the Alamo and for no other purpose whatever:" and

Whereas, the Daughters of the Republic of Texas, being unable to complete said purchase out of their own resources, sought to procure the purchase of said property by the State of Texas, and at the special instance and request of said Society, and of the said Clara Driscoll, the 29th. Legislature of the State of Texas, passed an act authorizing the Governor of the State of Texas to purchase said property and pay the purchase price therefor, upon receipt of a fee simple title to the satisfaction of the Attorney General; and

Whereas, the Attorney General requires, before he will approve the said title for the purchase by the State of Texas, that the conditions contained and expressed in said option agreement, of which an original copy is hereto attached, and in said deeds from the Hugo and Schmeltzer Company to Charles Hugo, and of Charles Hugo to Clara Driscoll, shall be by us released and cancelled, and the Daughters of the Republic of Texas, and Miss Driscoll have requested the release by us of the said conditions:

Now, therefore, Know All Men by These Presents, that for and in consideration of the premises, and in consideration of the purchase by the State of Texas from Miss Clara Driscoll of the property hereinafter further described, and for the sum of $1.00 cash to us in hand paid, by the said Clara Driscoll, we Charles Hugo and Gustav Schmeltzer and George Heuermann and Lina

Heuermann, in our capacity as independent executors of the estate of William Heuermann deceased, do hereby release, relinquish, and assign to the said Clara Driscoll her heirs and assigns, all and singular that certain tract or parcel of land lying and being situate in the county of Bexar, State of Texas, and within the corporate limits of the City of San Antonio, bounded on the North by Houston Street, on the East by the Alamo ditch, on the South by the Alamo and Alamo Plaza, and on the West by the Alamo Plaza, being the same property described in said option, a copy of which is hereto attached, and in the deeds from Hugo & Schmeltzer Company to Charles Hugo, and from Charles Hugo to Clara Driscoll, to which deeds and their respective records as herein before set forth, reference is hereby made in aid of this description.

To Have and to Hold all and singular said property, together with all and singular the rights and appurtenances thereunto, belonging, unto the said Clara Driscoll, her heirs and assigns forever, free of any claim by, through, or under us or any of us, save and except, however, the claim of me, Charles Hugo for the unpaid purchase money therefor which is secured by a vendor's lien retained in my deed to the said Clara Driscoll, which said vendor's lien is hereby intended to and shall continue in full force and effect until the payment of the purchase money which it secures, anything in this instrument to the contrary not-with-standing.

The purpose of this conveyance is to cancel, release, and in every respect discharge and annul the conditions expressed and reserved in said option agreement and in said several deeds above referred to, and the said conditions, and each of them, hereby are declared to be fully released, relinquished, discharged and annuled, to the end that the said Clara Driscoll may have and convey to the State of Texas an absolute title in fee simple to the said property as fully to all intents and purposes, as she could have done if said conditions had never been expressed or reserved in said option agreement or in said deeds.

Witness our hands this the 21st day of August, 1905.

GEORGE HEUERMANN
LINA HEUERMANN
Independent Executors of the of Wm. Heuermann, Deceased.
CHAS. HUGO
G. SCHMELTZER.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority, a Notary Public in and for Bexar County, Texas, on this day personally appeared George Heuermann and Lina Heuermann, in their capacity as independent executors of the estate of William Heuermann, deceased, and Gustav Schmeltzer, all known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same for the purposes and consideration and in the respective capacities therein expressed.

Given under my hand and seal of office this the 25th day of August 1905.

CHAS. DEUSSEN
Notary Public in and for Bexar County, Texas.

STATE OF NEW YORK
County of Erie S S
City of Buffalo

Before me, the undersigned authority, on this day personally appeared Charles Hugo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of August A. D. 1905.

G. MEADWAY,
Notary Public in and for Erie County, State of New York.

IN TRIPLICATE

San Antonio, Texas, March 18, 1903.

Messrs. Hugo & Schmeltzer, City.

Gentlemen—

I will give you five hundred dollars for an option for thirty days upon the Hugo & Schmeltzer property fronting on the South side of Alamo Plaza about

two hundred feet and running back for depth parallel with Houston Street about two hundred and eighty-seven feet, in the city of San Antonio, Bexar County, Texas, with the understanding that this sum shall be forfeited to you if I fail to pay to you within said thirty days the additional sum of forty-five hundred dollars. If I pay to you the additional sum of forty-five hundred dollars within said time, I am to have a further option until February 10, 1904, to purchase said property at seventy-five thousand dollars, upon the following terms:

A cash payment of twenty-five thousand dollars, or twenty thousand dollars in addition to the five thousand dollars previously paid under this contract, and the balance of fifty thousand dollars payable annually in installments of ten thousand dollars each; the deferred payments to bear interest at the rate of six per cent. per annum from the date of your deed conveying said property, and to be secured by a vendor's lien on said property; or in the event I do not buy the property on or before February 10, 1904, the cash previously paid you under this contract shall be forfeited to you and this option shall lapse.

It is understood and agreed that you are not to deliver possession of said property if the same is purchased by me until six months after the date of your deed conveying the same to me, and that you are to have possession of this property free of any rent during said six months; and it is further understood and agreed that this property is to be purchased for the use and benefit of the Daughters of the Republic of Texas and is to be used by them for the purpose of making a park about the Alamo, and for no other purpose whatever.

Yours truly,

CLARA DRISCOLL.

We accept the foregoing proposition, however, only on condition that said property is to be purchased for the use and benefit of the Daughters of the Republic and to be used by them for the purpose of making a park about the Alamo, and we agree to convey said property to such person or persons as may be designated by the Daughters of the Republic upon compliance by Miss Clara Driscoll of the terms and conditions contained in the foregoing proposition.

G. SCHMELTZER.
GEO. HEUERMANN and
LINA HEUERMANN
Executors of Estate of Wm. Heuermann, Deceased.
CHAS. HUGO.

Received on this contract the sum of five thousand and no 100 April 17, 1903.

HUGO SCHMELTZER.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument with its certificate of authentication was filed for record in my office on the 1st day of Sept. A. D. 1905, at 10:40 o'clock A. M. and duly recorded on the 7th day of Sept. A. D. 1905, at 2:45 o'clock P. M. in the records of deeds of said County, in book volume 238, on pages 363-366.

In testimony whereof, witness my hand and official seal, at office, this 7th day of Sept. A. D. 1905.

FRANK R. NEWTON,
County Clerk, Bexar Co., Texas.
By August E. Huppertz, Deputy.

RELEASE—THE DAUGHTERS OF THE REPUBLIC OF TEXAS TO THE STATE OF TEXAS.

THE STATE OF TEXAS,
County of Harris.

Know All Men by These Presents: That whereas the Daughters of the Republic of Texas, a Corporation duly incorporated under the laws of the State of Texas for the patriotic purpose of acquiring historic ground and perpetuating the memory and spirit of the men and women who achieved and maintained the independence of Texas and cherishing and preserving the unity of Texas, have, by paying ten thousand dollars, cash, which amount was furnished and

dedicated to the purpose by the Daughters of the Republic of Texas, secured an option on the hereinafter described land and preserved it for the State at the price of Seventy-five Thousand Dollars; And whereas the State of Texas, by Legislative Act, has accepted the land and appropriated Sixty-five Thousand Dollars, the balance of the purchase price, for that purpose, and conveyances of the land are to be made vesting a good title thereto in the State of Texas; And whereas Miss Clara Driscoll, of Bexar County, in aid of the efforts of the said Daughters of the Republic and to secure the land, advanced and paid a large amount and took a deed of conveyance reciting that she held same for the Daughters of the Republic of Texas; And whereas, at a regular meeting of the Board of Directors of said Corporation, The Daughters of the Republic of Texas (called the Executive Committee) regularly convened in the City of Houston, in Harris County, Texas, on March 22nd, 1905, a quorum being present, the following resolution was duly offered, seconded and, by unanimous vote, duly adopted: "Resolved: That the Chairmen of the Executive Committee of the Daughters of the Republic of Texas and the Secretary of said Executive Committee, in co-operation of the with the President and Secretary of the General Association of the Daughters of the Republic, be authorized, required and directed to execute, under the seal of the Daughters of the Republic of Texas, complete deed of release to the State of Texas a full and complete deed of release to the State of Texas, divesting the rights, claim and interests of any and every kind which the Daughters of the Republic of Texas have and hold in and to that certain tract or parcel of land in Bexar County, Texas (description same as hereinafter set out). But, in such release, specially except from same the rights of Miss Clara Driscoll who holds the title as recited in trust for the Daughters of the Republic of Texas, but in fact Miss Driscoll has individually advanced and paid out her own money a large amount on the purchase of said land and the release and conveyance by the Daughters of the Republic of Texas is intended, in no sense, as interfering with the rights of Miss Driscoll."

Therefore, the Daughters of the Republic of Texas, acting by and through its officers, for and in consideration of the matters aforesaid, and in consideration of One (1) Dollar to is paid by the State of Texas, receipt of which is hereby acknowledged, have this day granted and released and do by these presents grant and release to the State of Texas, all the rights, trusts, claims and title of every kind which the Daughters of the Republic of Texas have and hold in and to that certain tract or parcel of land in Bexar County, Texas described as follows:

The Hugo & Schmeltzer property adjoining the Alamo Church property now owned by the State. Beginning at a stake set in the West bank of the Alamo ditch, being the South East corner of this tract and the North East corner of the tract, heretofore sold the State of Texas;

Thence North 79¾ West, two hundred (200) feet and two and two-fifths (2 2/5) inches.

Thence North 11°, 33′ East, One hundred and ninety-one and fifty-two one-hundred (191.52) feet;

Thence South 79° 1 East, two hundred and seventy-two and twenty-two one-hundreds (272.22) feet;

Thence with the meanders of said ditch to the place of beginning.

Bounded on the North by Houston Street, on the East by the Alamo ditch, on the South by the Alamo and Alamo Plaza, and on the West by Alamo plaza.

To Have and to Hold unto the State of Texas the said above described land, together with all the rights of the Daughters of the Republic of Texas afore said. But, by this instrument, it is not intended to, in any way interfere with Miss Clara Driscoll's rights, individually, nor to free said land from just claims in favor of Miss Driscoll for advances made by her: but such rights must be granted by her.

In witness whereof, the Daughters of the Republic of Texas has caused this instrument to be subscribed by Mrs. Anson Jones, its General President and Mrs. Maggie G. Milby, its General Secretary, and Mrs. Marie B. Urwitz its Chairmen of Executive Committee and Mrs. Cornelia B. Stone, its Secretary of the Execu-

tive Committee, and the Corporate seal to be hereto affixed, at Houston, Texas this 23rd. day of March, 1905.

(Signed) MRS. MARY JONES
President of the Daughters of the Republic of Texas.
MAGGIE G. MILBY
Secretary of the Daughter of the Republic of Texas.
MARIE BENNET URWITZ
Chairman of the Executive Committee of the Daughters of the Republic of Texas.
CORNELIA BRANCH STONE
Secretary of the Executive Committee of the Daughters of the Republic of Texas.

THE STATE OF TEXAS,
County of Harris.

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Mrs. Mary Anson Jones, Mrs. Maggie G. Milby, and Mrs. Marie B. Urwitz, known to me to be the persons whose names are subscribed to the foregoing instrument and, severally, acknowledged that they had executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as Officers of the Daughters of the Republic of Texas.

Witness my hand and seal of office, this the 23rd., day of March, 1905.

JOHN I. BROCKMAN
Notary Public, Harris County, Texas.

STATE OF TEXAS,
County of Galveston.

Before me, the undersigned Notary Public in and for said County and State Cornelia B. Stone, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she had executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, as an officer of the Daughters of the Republic of Texas.

Witness my hand seal of office, this 24th day of March, 1905.

CLAY S. BRIGGS
Notary Public, Galveston County, Texas.

RELEASE—THE DAUGHTERS OF THE REPUBLIC OF TEXAS TO CLARA DRISCOLL.

STATE OF TEXAS,
County of Harris.

Know All Men by These Presents: That the Daughters of the Republic of Texas, a corporation by and under the laws of the State of Texas, for and in consideration of the purchase of the property hereinafter described from Clara Driscoll by the State of Texas, at the special instance and request of the said The Daughters of the Republic of Texas, have released, relinquished, conveyed and quit-claimed, and by these presents do release, relinquish, convey and quit-claim unto the State of Texas all that certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, described as follows, to-wit:

Bounded on the North by Houston Street, on the East by the Alamo Ditch, on the South by the Alamo and by Alamo Plaza, and on the West by Alamo Plaza, and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick by two several deeded recorded in the deed records of Bexar County, Texas, in Vol. 7, page 373, and Vol. 5, page 538, respectively; and by Geo. H. Kalteyer, administrator, of the estate of Honore Grenet, Dec'd, to Hugo & Schmeltzer, by deed dated Jan. 23, 1886, of record in Vol. 48, page 50, of the records of said County; and by Chas. Hugo to Clara Driscoll by deed dated Feb. 10, 1904, of record in the deed records of said Bexar County, in Book 223, page 261, to all of which deeds and their records as aforesaid, reference is hereby made for further and more particular description.

To Have and to Hold all and singular the said property above described unto the State of Texas forever.

In Testimony Whereof Mrs. Anson Jones, the President, and Mrs. Maggie G.

Milby, the Secretary, of the said The Daughters of the Republic of Texas, have made and executed these presents under the corporate seal and in the name of The Daughters of the Republic of Texas, being thereunto duly authorized by a resolution adopted by the Executive Committee of said corporation at a meeting held on April 19, 1905, and a Resolution confirmatory thereof, adopted by the members of the said The Daughters of the Republic of Texas, on April 20th, 1905, an attested copy of each of said Resolutions, marked respectively "Exhibit A" and "B," being hereto attached as a part of this conveyance.

Signed at Houston, Texas, this the 3rd day of August, 1905.

THE DAUGHTERS OF THE REPUBLIC OF TEXAS
By Mrs. Anson Jones,
President.
and Mrs. Kaggie G. Milby,
Secretary.

(Seal)

STATE OF TEXAS,
County of Harris.

Before me, the undersigned, a Notary Public in and for Harris County, Texas, on this day pesonally appeared Mrs. Anson Jones and Mrs. Maggie G. Milby, President and Secretary of The Daughters of the Republic of Texas, both known to me to be the persons whose names are subscribed to the foregoing instrument and severally acknowledged to me that they executed the same for the purpose and consideration and in the capacity therein set forth, and each of them declared the same to be the act and deed of The Daughters of the Republic of Texas.

Given under my hand and seal of office at Houston on this the 3rd day of August, 1905.

(Signed) E. L. GUY,
(Seal) Notary Public, Harris County, Texas.

Exhibit "A."

RESOLUTION ADOPTED BY THE EXECUTIVE COMMITTEE OF DAUGHTERS OF THE REPUBLIC OF TEXAS, AT A MEETING REGULARLY CALLED AND HELD IN THE CITY OF LA GRANGE, TEXAS, WEDNESDAY, APRIL 19TH, 1905.

Whereas, The Daughters of the Republic of Texas, in the furtherance of the purposes of the Society, to preserve for the State of Texas the property hereinafter described, a part of the old Alamo Mission in San Antonio, Texas, solicited public subscriptions for the purchase of said property and procured, through and with the assistance of Miss Clara Driscoll, an option from the owners thereof for the purchase of said property; and

Whereas, Being unable to secure sufficient funds to consummate the purchase the Society sought to procure the purchase of said property by the State of Texas, and to preserve, in the meantime, the right of purchase granted by said option secured a conveyance thereof to Miss Clara Driscoll for a consideration of $75,000, of which $25,000, was paid in cash, (the Society, out of funds subscribed for the purpose, contributing $6,687.98 and Miss Driscoll paying the remainder), and for the balance Miss Driscoll executed and delivered her five notes of $10,000, each, described in said deed, hereinafter referred to, of which the first maturing, and accrued interest on all, have been paid, (the Society contributing $3,344.19 and Miss Driscoll paying the balance); and

Whereas, In the deed of Charles Hugo conveying said property to Miss Driscoll, (which bears date of February 15, 1904, and is of record in the deed records of Bexar County in vol. 223 page 261 et seq. and is hereby referred to) there is contained and expressed the following condition:

"It is distinctly understood and agreed that this property is purchased by Clara Driscoll for the use and benefit of the Daughters of the Republic of Texas, and is to be used by them for the purpose of making a park about the Alamo, and for no other purpose whatever:" and

Whereas, At the special instance and request of this Society, the 29th Legislature of the State of Texas passed an act, authorizing the Governor to purchase said property for the sum of not exceeding $65,000. (the difference between the

purchase price as contracted for by this Society and the amount paid thereon by the Society) which act requires that there shall be conveyed to the State of Texas a good title in fee simple, to the approval of the Attorney General, and Section 3 thereof provides as follows:

Sec. 3. Upon the receipt of the title to said land, the Governor shall deliver the property thus acquired, together with the Alamo Church property already owned by the State, to the custody and care of the Daughters of the Republic of Texas, to be maintained by them in good order and repair, without charge to the State, as a sacred memorial to the heroes who immolated themselves upon that hallowed ground; and by the Daughters of the Republic of Texas to be maintained or remodeled upon plans adopted by the Daughters of the Republic of Texas, and approved by the Governor of Texas; provided that no changes or alterations shall be made in the Alamo Church proper, as it now stands, except such as are absolutely necessary for its preservation—all of said property being subject to future legislation by the Legislature of the State of Texas; and

Whereas, the Attorney General has decided that to vest in the State of Texas a fee simple title to said property it is necessary that this Society shall release, relinquish, convey and quit-claim any and all right, title, interest and claim, legal or equitable, which it has in or to said property, whether by or under said deed to Miss Clara Driscoll, or by reason of the aforesaid payment on account of the purchase price, or otherwise; and

Whereas, The purpose of this Society will be accomplished by the purchase of said property by the State of Texas and it is the desire of the Society that said sale shall be consummated and that the requirements of said act and of the Attorney General shall in all respects be complied with: therefore

Be It Resolved, by the Executive Committee of the Daughters of the Republic of Texas, that the President and Secretary of this corporation be and they are hereby authorized, empowered and directed, in consideration of the premises, to make, execute and deliver, under the corporate seal and in the name of the Daughters of the Republic of Texas, such instrument of writing as the Attorney General of Texas may require for the purpose of releasing, relinquishing, conveying and quit claiming to Clara Driscoll or to the State of Texas, as the Attorney General may elect, any and all right, title and interest and claim of whatsoever nature, legal or equitable, and howsoever arising or created, which the Daughters of the Republic of Texas have or may have, in and to the following described property, to-wit:

Bounded on the North by Houston Street, on the East by the Alamo Ditch, on the South by the Alamo and by Alamo Plaza, and on the West by Alamo Plaza, and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick by two several deeds recorded in the deed records of Bexar County, Texas, in Vol. 7 page 373 and Vol. 5, page 538, respectively; and by Geo. H. Halteyer, Admr. of the estate of Honore Grenet, deceased, to Hugh & Schmeltzer by deed dated January 23, 1886, of record in Vol. 48, page 50, of the records of said County; and by Charles Hugo to Clara Driscoll by deed dated February 10, 1904, of record in the deed records of said Bexar County, in Book 223 page 261, to all of which deeds and their records as aforesaid reference is hereby made for further and more particular description.

Said conveyance is to be made in consideration of the purchase of said property by the State of Texas at the special instance and request of the Daughters of the Republic of Texas and a certified copy of this resolution shall be attached thereto as a part of said conveyance.

Galveston, Texas, April , 1905.

I, Cornelia Branch Stone, Secretary of the Executive Committee of the Daughters of the Republic of Texas, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Executive Committee of said Society on the 19th day of April, 1905, at a meeting thereof regularly called and held in LaGrange, Texas, as the same appears of record in the minutes of said Executive Committee in Book 2, pages 35-40.

To certify which I hereto sign my name officially and cause affix the seal of said Society, this 21st day of April, 1905.

(Signed) CORNELIA BRANCH STONE,

(Seal) Secretary Executive Committee Daughters of Republic of Texas.

THE STATE OF TEXAS,
County of Fayette.

Before me H. C. Ledbetter, J. P. and ex-officio Notary Public in and for said County and State, on this day personally appeared Cornelia Branch Stone, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 21st day of April, 1905.

(Signed) H. C. LEDBETTER,

(Seal) J. P. and Ex-officio Notary Public, Fayette County, Texas.

Exhibit B.

RESOLUTION ADOPTED BY THE MEMBERS OF THE DAUGHTERS OF THE REPUBLIC OF TEXAS AT THE ANNUAL MEETING HELD IN LA GRANGE, TEXAS, ON APRIL 20TH, 1905.

Whereas, the Executive Committee of the Daughters of the Republic of Texas, at the meeting held in La Grange, Texas, on April 19th, 1905, adopted and passed the following

RESOLUTION:

"Whereas, the Daughters of the Republic of Texas, in the furtherance of the purposes of the Society, to preserve for the State of Texas the property hereinafter described, a part of the old Alamo Mission in San Antonio, Texas, solicited public subscriptions for the purchase of said property and procured, through and with the assistance of Miss Clara Driscoll, an option from the owners thereof for the purchase of said property; and

"Whereas, being unable to secure sufficient funds to consummate the purchase the Society sought to procure the purchase of said property by the State of Texas, and to preserve, in the mean time, the right of purchase granted by said option secured a conveyance thereof to Miss Clara Driscoll for a consideration of $75,000, of which $25,000 was paid in cash, (the Society, out of funds subscribed for the purchase, contributing $6,687.98 and Miss Driscoll paying the remainder), and for the balance Miss Driscoll executed and delivered her five notes for $10,000 each, described in said deed, hereinafter referred to, of which the first maturing, and accrued interest on all, have been paid, (the Society contributing $3,344.19 and Miss Driscoll paying the balance): and

"Whereas, in the deed of Charles Hugo conveying said property to Miss Driscoll, (which bears date of Feby. 15th 1904, and is of record in the deed records of Bexar County in Vol. 223 page 261 et seq and is hereby referred to) there is contained and expressed the following condition:

"It is distinctly understood and agreed that this property is purchased by Clara Driscoll for the use and benefit of the Daughters of the Republic of Texas, and is to be used by them for the purpose of making a park about the Alamo and for no other purpose whatever; and

"Whereas, at the special instance and request of this Society, the 29th Legislature of the State of Texas passed an act, authorizing the Governor to purchase said property for the sum of not exceeding $65,000 (the difference between the purchase price as contracted for by this Society and the amount paid thereon by the Society) which act requires that there shall be conveyed to the State of Texas a good title in fee simple, to the approval of the Attorney General and, in Section 3 thereof, provides as follows:

"Sec. 3. Upon the receipt of the title to said land, the Governor shall deliver the property thus acquired, together with the Alamo Church property already owned by the State, to the custody and care of the Daughters of the Republic of Texas, to be maintained by them in good order and repair, without charge to the State, as a sacred memorial to the heroes who immolated themselves upon that hallowed ground; and by the Daughters of the Republic of Texas to be maintained or remodeled upon plans adopted by the Daughters of the Republic of Texas, and approved by the Governor of Texas; provided that no changes or alterations shall be made in the Alamo Church proper, as it now stands; except such as are absolutely necessary for its preservation all of said property being subject to future legislation by the Legislature of the State of Texas; and

"Whereas, the Attorney General has decided that to vest in the State of Texas a fee simple title to said property it is necessary that this Society shall release, relinquish, convey and quit claim any and all right, title, interest and claim, legal or equitable, which it has in or to said property whether by or under said deed to Miss Clara Driscoll, or by reason of the aforesaid payment on account of the purchase price, or otherwise; and

"Whereas, the purpose of this Society will be accomplished by the purchase of said property by the State of Texas and it is the desire of the Society that said sale shall be consummated and that the requirements of said act and of the Attorney General shall in all respects be complied with; therefore

"Be It Resolved by the Executive Committee of the Daughters of the Republic of Texas, that the President and Secretary of this corporation be and they are hereby authorized, empowered and directed in consideration of the premises, to make, execute and deliver, under the corporate seal and in the name of the Daughters of the Republic of Texas, such instrument of writing as the Attorney General of Texas may require for the purpose of releasing, relinquishing, conveying and quit claiming to Clara Driscoll or to the State of Texas, as the Attorney General may elect, any and all right, title, interest and claim of whatsoever nature, legal or equitable, and howsoever arising or created, which the Daughters of the Republic of Texas have or may have, in and to the following described property—to wit;

"All that certain tract or parcel of land situated in Bexar County, Texas, within the corporate limits of the City of San Antonio, described as follows to-wit

"Bounded on the North by Houston Street, on the east by the Alamo Ditch, on the south by the Alamo and by the Alamo Plaza on the West by Alamo Plaza, and being the same property conveyed to Honore Grenet, now deceased, by Anthony Dominic Pellicer and W. H. Maverick by two several deeds recorded in the deed records of Bexar County, Texas, in Vol. 7 page 373 and Vol. 5 page 538, respectively and by Geo. H. Kalteyer, Admr. of the estate of Honore Grenet, dec'd to Hugo & Schmeltzer by deed dated Jan. 23, 1886 of record in Vol. 48 page 50 of the records of said county: and by Charles Hugo to Clara Driscoll by deed dated Feb. 10 1904, of record in the deed records of said Bexar County in Book 223 page 261, to all of which deeds and their records as aforesaid reference is hereby made for further and more particular description.

"Said conveyance is to be made in consideration of the purchase of said property by the State of Texas at the special instance and request of the Daughters of the Republic of Texas and a certified copy of this resolution shall be attached thereto as a part of said conveyance," and

Whereas, the Society is unable to consummate the purchase of the property described in said resolution and the act of the Legislature referred to therein was passed at the instance and request of this Society and the purchase of said property by the State of Texas will accomplish the purpose of the Society with respect thereto, and it is the desire and to the interest of the Daughters of the Republic of Texas that the requiremnts of said act and of the Attorney General of Texas be complied with and said property be purchased by the State of Texas; therefore

Be It Resolved by the members of the Daughters of the Republic of Texas, in regular meeting assembled, that the said Resolution of the Executive Committee of this Society be and the same hereby is in all respects ratified, approved and confirmed and adopted as the act and resolution of the Daughters of Texas, and that the President and Secretary of this Society be and they are hereby authorized, empowered and directed, in the name of the Society and under its corporate seal, to make, execute and deliver the instrument of writing as in said resolution referred to in for and manner for the purposes and consideration therein expressed.

MRS. ANSON JONES,
Pres.
MAGGIE G. MILBY

I Maggie G. Milby Secretary of the Daughters of the Republic of Texas, do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the members of the Daughters of the Republic of Texas

at the annual meeting regularly called and held in the City of La Grange, Texas, on April 20th 1905, as the same appears of the record in the minutes of the Society in Book 14 page 43, 44, 45.

To certify which I have hereunto signed my name officially and affix the seal of said Society this 25th day of April 1905.

MAGGIE MILBY,
Secretary of the Daughters of the Republic of Texas.

Sworn to and subscribed before me by Maggie G. Milby this 25th day of April A. D. 1905.

NORMAN G. KETTRELL, JR.
(Seal) Notary Public Harris Co. Texas.

STATE OF TEXAS,
County of Harris.

Before me, Norman G. Kittrell Jr. A Notary Public in and for Harris County, Texas on this day personally appeared Mrs. Anson Jones and Mrs. Maggie G. Milby both known to me to be the persons whose names are subscribed to the above and foregoing resolution and both acknowledged to me that they executed the same as President and Secretary respectively of the Daughters of the Republic of Texas for the purposes and considerations therein expressed as the act of said corporation.

Given under my hand and seal this the 25th day of April A. D. 1905.

NORMAN G. KITTRELL JR.
Notary Public Harris County Texas.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 1st day of Sept. A. D. 1905, at 10:40 o'clock A. M., in the records of Deeds of said County, in book volume 238, on pages 366-372.

In testimony whereof, witness my hand and official seal, at office this 8th day of Sept. A. D. 1905.

FRANK R. NEWTON,
County Clerk, Bexar County, Texas.
By August E. Huppertz, Deputy.

AGREEMENT AS TO LOCATION OF ALAMO DITCH.

THE STATE OF TEXAS,
County of Bexar.

This memorandum of an agreement between T. L. Conroy, H. B. Rice and E. G. Jones, Independent Executors of the Estate of Eliza Gallagher, deceased, and Clara Driscoll, all of Bexar County, Texas, witnesseth: That

Whereas, the old Alamo Ditch is the dividing boundary line between the property known as the Hugo-Schmeltzer property now owned by Clara Driscoll and property owned by Eliza Gallagher, lying immediately East of the Hugo-Schmeltzer property; and

Whereas, said Alamo Ditch has been filled up and the parties to this agreement desire to permanently establish the boundary line between them and have had said old ditch surveyed to ascertain its meanders;

Now, therefore, it is mutually agreed between the parties to this instrument as follows:

That the old Alamo Ditch is the common boundary line between the properties owned by them, respectively, and that said ditch is located upon the ground as follows:

Beginning at a stake set on the South side of Houston Street for the N. W. corner of the Hugo-Schmeltzer property; thence along the South side of Houston Street South 78 degrees and 39 minutes East, 181 and 7/10 feet and continuing along the South side of said Houston Street South 74 degrees and 23 and 1/2 minutes East, 91 and 1/10 feet to a stake set for the center of said old abandoned Alamo Ditch for the N. E. corner of the Hugo-Schmeltzer property and the N. W. corner of the Eliza Gallagher property; thence along the center of said old aban-

doned Alamo Ditch South 39 degrees and 59 and 1/2 minutes West 140 feet; thence South 14 degrees and 53 and 1/2 minutes West 61 and 1/10 feet to the S. E. corner of the Hugo-Schmeltzer property and the N. E. corner of a tract of land heretofore sold to the State of Texas known as the "Alamo."

Witness our hands this the 5th day of August, A. D. 1905.

T. L. CONROY,
HUGH B. RICE,
E. G. JONES,
Independent Executors of the Estate of Eliza Gallagher, Deceased.
CLARA DRISCOLL.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority, on this day personally appeared T. L. Conroy and H. B. Rice, known to me to be the persons whose names are subscribed to the foregoing instrument, and each severally acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein set forth.

Given under my hand and seal of office, this 15th day of August, A. D. 1905.

W. A. WURZBACH,
Notary Public in and for Bexar Co. Tex.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority, on this day personally appeared Clara Driscoll, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and Seal of office, this 23rd day of August, A. D. 1905.

GEO. HUNHESS,
Notary Public in and for Bexar Co. Texas.

THE STATE OF TEXAS,
Bexar County.

Before me, the undersigned authority, on this day personally appeared E. G. Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as independent executor of the estate of Eliza Gallagher, deceased.

Given under my hand and seal of office, this the 25th day of August A. D., 9105.

GEO. HUNHESS,
Notary Public in and for Bexar County, Tex.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 1st day of September, A. D. 1905, at 10:40 o'clock a. m. and duly recorded on the 8th day of September, A. D. 1905, at 3 o'clock p. m. in the records of Deeds of said County, in book volume 238, on pages 374-376.

In testimony whereof, witness my hand and official seal, at office, this 8th day of September, A. D. 1905.

FRANK R. NEWTON,
County Clerk, Bexar Co., Tex.
By August E. Huppertz, Deputy.

John D. Rullmann,
City Engineer.

CITY ENGINEER'S DEPARTMENT.
San Antonio, Texas, July 20, 1905.

FIELD NOTES OF "ALAMO" TRACT.

Beginning at a stake set in the centre of the old, now abandoned Alamo Ditch, for the South-east corner of this tract and for north-east corner of the tract heretofore sold to the State of Texas and known as "The Alamo."

Thence E. 79 06′ W. along the north boundary line of said "Alamo" tract, passing its north-west corner, 202.8/10 feet to a stake set on the east side of Alamo Plaza for the south-west corner this survey.

Thence N. 12 00 1/2′ E. along the east side of said Alamo Plaza 191.6/10 feet

to a stake set on the south side of Houston Street for the north-west corner this survey.

Thence along the south side of said Houston Street, S. 78 39′ E. 181.7/10 feet and S. 74 23-1/2′ E. 91.1/10 feet to a stake set in the centre of said old abandoned Alamo Ditch for the north-east corner this survey.

Thence along the centre of said old abandoned Alamo Ditch, S. 39 59-1/2′ W. 140.0 feet and S. 14 53-1/2′ W. 61.1/10 feet to the place of beginning.

JOHN D. RUHLMANN,
City Engineer.

(Endorsed: Filed in the Office of the Secretary of State, this 4 day of Oct. 1905. O. K. Shannon, Secretary of State.)

Whereas, on the 4th day of October, 1905, the Governor of Texas issued the following order:

"THE STATE OF TEXAS,
County of Travis.

Whereas, by an Act of the 29th Legislature of the State of Texas, approved January 26th, 1905, Chapter 7 of the General Laws passed at the Regular Session, the Governor of the State of Texas was authorized to purchase, and procure to be executed to the State of Texas by the owners of the property hereinafter mentioned a good and sufficient conveyance in fee of all the land in the City of San Antonio, Texas, known as the Hugo & Schmeltzer Company property, formerly a part of the old Alamo Mission and adjoining the Alamo Church property now owned by the State; beginning at a stake set on the West bank of the Alamo Ditch, being the South-east corner of this tract, and the north-east corner of the tract heretofore sold to the State of Texas, and known as the Alamo; thence north 79-1/3 degrees west, 200 feet and 2-2/5 inches; thence north 11′ 33′ east, 191.52 feet; thence south 79-1/10 degrees east, 272.22 feet; thence with the meanders of said Ditch to the place of beginning; and bounded on the north by Houston Street, and on the east by the Alamo Ditch, and on the south by the Alamo and the Alamo Plaza, and on the west by the Alamo Plaza; and

Whereas, pursuant to said Act, the said property above described was purchased and conveyance thereof in fee was made to the State of Texas by Miss Clara Driscoll by deed dated August 23, 1905, which is of record on pages 280 et seq. of Volume 238 of the Deed Records of Bexar County, Texas, to which deed and its record aforesaid reference is hereby made for further particulars;

Now, therefore, pursuant to and in compliance with Section 3 of said Act above referred to, I, S. W. T. Lanham in my capacity as Governor of the State of Texas, have delivered, and by these presents do hereby deliver to the custody and care of the Daughters of the Republic of Texas, a corporation under the laws of Texas, whereof Mrs. Anson Jones of Harris County, Texas, is President, the property thus acquired, which is hereinbefore described, and described in said deed above referred to, together with the Alamo Church property, already owned by the State, which was conveyed to the State of Texas by the Catholic Church of the Diocese of San Antonio in the State of Texas, by deed dated May 12th, 1883, which is of record in Book 31 on page 265 of the Deed Records of Bexar County, Texas, to which deed and its aforesaid record reference is hereby made for further particulars, to be maintained by them in good order and repair without charge to the State, as a sacred memorial to the heroes who immolated themselves upon that hallowed ground; and by the Daughters of the Republic of Texas to maintained or remodeled upon plans adopted by the Daughters of the Republic of Texas, and approved by the Governor of Texas; provided that no changes or alterations shall be made in the Alamo Church proper, as it now stands, except such as are absolutely necessary for its preservation. All of said property being subject to future legislation by the Legislature of the State of Texas.

In testimony whereof, I, S. W. T. Lanham, Governor of the State of Texas, have caused the seal of the State to be hereunto affixed, and have signed these presents officially this the 4th day of October, 1905.

(Signed) S. W. T. LANHAM,
Governor.

Attest:
O. K. Shannon,
Secretary of State.

THE STATE OF TEXAS,
County of Travis.

Before me, the undersigned, a Notary Public in and for Travis County, Texas, on this day personally appeared S. W. T. Lanham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration and in the capacity therein expressed.

Given under my hand and seal of office this the 4th day of October, 1905.

(Signed) N. A. CRAVENS,
Notary Public in and for Travis County, Texas.

Whereas, with the exception of a brief period of time, when the Daughters of the Republic of Texas were in dispute and having litigation between themselves, they have been in custody of the Alamo property above referred to for more than six years; and

Whereas, no effort was made by the Daughters of the Republic of Texas during that period of time to restore or otherwise improve the Alamo property; and

Whereas, by the language used in Section 3 of Chapter 7 of the General Laws passed at the Regular Session of the Twenty-ninth Legislature, no change or improvement on the Alamo property could be made except upon the approval of the Governor; and

Whereas, after the lapse of six years the Daughters of the Republic of Texas made no attempt to restore or improve said property; and

Whereas, said Section 3 of Chapter 7, Acts of the Twenty-ninth Legislature, provides that the Alamo property shall be subject to future legislation; and

Whereas, the Thirty-second Legislature further legislated upon the subject, and enacted the following clause in the Appropriation Bill, to-wit:

"For the improvement of the Alamo property, belonging to the State of Texas, in the City of San Antonio, to be expended under the direction of the Superintendent of Public Building and Grounds, upon the approval of the Governor, $5000.00," and—

Whereas, on account of previous controversies among the Daughters of the Republic, and their failure to improve or restore the Alamo; and

Whereas, by Section 3, Chapter 7, Acts of the Twenty-ninth Legislature, the final control of the property is vested in the Governor, providing that no improvements of changes shall be made in the Alamo, except with his approval, and the act of the Thirty-second Legislature above referred to, providing for the improvement of said property, under the direction of the Superintendent of Public Buildings and Grounds, subject to the control of the Governor, it was evidently intended to give the Superintendent of Public Buildings and Grounds the custodianship of said property, under control of the Governor, at least until such improvements and changes were made;

Now, therefore, be it known that the legislation upon which the order of the Governor issued on October 4th, 1905, was based, has been subjected to further legislation, and that the evident purpose and intention of the action of the Thirty-second Legislature was to empower the Superintendent of Public Buildings and Grounds, with the consent of the Governor, to proceed to improve or restore the Alamo, and that the order of the Governor issued October 4th, 1905, placing the custody of the Alamo in the hands of the Daughters the Republic of Texas is out of harmony with legislation enacted subsequent to its issuance:

Now, therefore, be it known that the said order signed by the Governor issued on October 4, 1905, placing the Alamo in custody of the Daughters of the Republic of Texas is hereby cancelled and withdrawn, and the custody and care of the Alamo property is hereby withdrawn from the Daughters of the Republic of Texas, and the Superintendent of Public Buildings and Grounds is hereby directed to take complete control of the Alamo, as other public property belonging to the State and property under his care and jurisdiction, and the said Superintendent of Public Buildings and Grounds is further directed to place a Texas flag on the ramparts of the Alamo and keep it displayed at all times.

In testimony whereof, I, O. B. Colquitt, Governor of the State of Texas, have caused and seal of the State to be hereunto affixed, and have signed these presents officially this the 4th day of March, 1912.

.....
Governor of Texas.

Resolved, by the Executive Committee of the Daughters of the Republic of Texas:

We, as the governing body of the Daughters of the Republic of Texas, do hereby express our absolute confidence in the patriotic purposes and good sound judgment of Gov. O. B. Colquitt, in the attitude that he has assumed with reference to the Alamo Mission property, and that we pledge him our hearty support and co-operation in his efforts to preserve the proofs of history.

Whereas, we feel perfect confidence in the outcome of his endeavor, for the preservation of this sacred shrine, dear to the hearts of all Texans. We further rest in him the authority of having our relics returned to the Alamo.

Respectfully submitted by the Ex. board of the Daughters of the Republic of Texas in session assembled January 31, 1912

MRS. REBECCA J. FISHER
President Daughters of the Republic of Texas
MRS. J. McKEEVER JR.
MRS. JO. B. DIBRELL
MRS. JOSEPHINE GRESHAM
MRS. C. H. MILBY
S. F. ROACH
EMMA KYLE BURLESON
Secretary of the Daughters of the Republic of Texas.

WARRANTY DEED—CLARA DRICOLL TO STATE OF TEXAS.

THE STATE OF TEXAS,
County of Bexar.

Know all men by these presents, That I, Clara Driscoll of the County of Bexar and the State of Texas, for and in consideration of the sum of sixty-five thousand ($65,000) dollars to me in hand paid by the State of Texas.

Have granted, sold and conveyed, and by these presents do grant sell convey unto the State of Texas all that certain tract or parcel of land situated in the City of San Antonio, Bexar County, Texas, described as follows:

The Hugo & Schmeltzer Company property, formerly a part of the old Alamo Mission and adjoining the Alamo Church property now owned by the State, beginning at a stake set on the west bank of the Alamo Ditch, being the South-east corner of this tract, and the North-east corner of the tract heretofore sold to the State of Texas, and known as the Alamo; thence North 79-1/3 degrees west, 200 feet and 2 2/5 inches; thence north 11 degrees, 33′ east. 191.52 feet; thence south 79.1 degree east. 272.22 feet; thence with the meanders of said Ditch to the place of beginning; and bounded on the north by Houston street, and on the east by the Alamo Ditch, and on the south by the Alamo and the Alamo Plaza, and on the west by the Alamo Plaza.

Said property by recent survey upon the ground and hereby conveyance being described by metes and bounds as follows:

Beginning at a stake set in the center of the old and now abandoned Alamo Ditch for the South East corner of this tract and for the North East corner of this tract and for the NorthEast corner of the tract heretofore sold to the State of Texas and known as the Alamo:

Thence N. 79 degrees 06. minutes W. along the north boundary line of said "Alamo" tract passing its North West corner 202.8/10 feet to a stake set on the east side of Alamo Plaza for the Southwest corner of this survey.

Thence N. 12 degrees 00. 1/2 minutes E. along the East side of said Alamo Plaza 191.6/10 feet to a stake set on the South side of Houston Street for the North West corner of this survey.

Thence along the South side of said Houston Street S. 78 degrees 39 minutes E. 181.7/10 feet and S. 74 degrees 23½ minutes E. 91. 1/10 feet to a stake set in the center of said old abandoned Alamo Ditch for the North East corner of this survey;

Thence along the center of said old abandoned Alamo Ditch S. 39 degrees 59½ minutes W. 140.0 feet and S. 14 degrees 53½ minutes W. 61. 1/10 feet to the place of beginning.

A portion of which propety was granted by the Republic of Texas to the Catholic Church by an Act of Congress approved January 18, 1841;

And conveyed by the Catholic Church through Anthony Dominic Pellicer,

Bishop of San Antonio, to Honore Grenet by warranty deed dated Nov. 30, 1877, recorded in Book 7, page of the Deed Records of Bexar County;

And another portion of which was conveyed by Mariano Romano to Samuel A. Maverick by warranty deed dated July 27, 1841, recorded in Book A 2, page 470 of the Deed Records of Bexar County, Texas.

And by Mary A. Maverick for herself and as executrix of the estate of Samuel A. Maverick to Willie H. Maverick by warranty deed dated May 31, 1872, recorded in Book W, page 336, deed records of Bexar County, Texas.

And by Willie H. Maverick to Honore Grenet by warranty deed dated January 25, 1878, and recorded in Book 5, page 538.

And all of said property was conveyed by George H. Kalteyer as Administrator of the Estate of Honore Grenet, deceased, to Charles Hugo, Gustav Schmeltzer and William H. Huermann by deed dated January 23, 1886, records in Book 48, page 50, of the deed records of Bexar County.

And by Charles Hugo, Gustav Schmeltzer and William Huermann to Reagan Houston By deed date September 11 1890 and recorded in Book 65, page 361, of the deed records of Bexar County, Texas;

And by Reagan Houston back to Charles Hugo, Gustav Schmeltzer and William Huermann by deed dated April 18, 1892 and recorded in Book 106, page 612 of the deed records of Bexar County;

And conveyed by William Huermann, Gustav Schmeltzer and Charles Hugo to Hugo-Shemeltzer Company by deed dated May 12, 1900, recorded in Book 223 page 259, deed records of Bexar County Texas.

And conveyed by Hugo-Schmeltzer Company to Charles Hugo by deed dated September 26th, 1903 recorded in Book 223, page 260, deed records of Bexar County, Texas.

And conveyed by Charles Hugo to Clara Driscoll, the grantor herein, by deed dated February 10th 1904, recorded in Book 223, page 261, deed records of Bexar County.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the State of Texas, its successors and assigns, forever. And I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said State of Texas, its successosrs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand, this the 23rd day of August, A. D. 1905.

(Signed) CLARA DRISCOLL

Signed and delivered in the presence of:
C. DRISCOLL
ED. HUNTRESS.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority, on this day personally appeared Clara Driscoll, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and Seal of Office, this 23rd. day of August, A. D. 1905.

(Signed) GEO. HUNTRESS
Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS,
County of Bexar.

I, Frank R. Newton, County Clerk of said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 1st day of Sept. A. D. 1905 at 10:40 o'clock A. M. and duly recorded on the 9th day of Sept. A. D. 1905 at 5:15 o'clock P. M. in the records of deeds of said County in book volume 238 on pages 380-382.

FRANK R. NEWTON
County Clerk Bexar County, Texas.
By August E. Huppertz, Deputy.

AFFIDAVIT OF G. SCHMELTZER AS TO POSSESSION AND IMPROVEMENTS LOT ON HOUSTON STREET, PART OF HUGO & SCHMELTZER PROPERTY.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority, on this day personally appeared G. Schmeltzer, known to me, who being by me duly sworn on oath, says:

That by deed dated January 23rd, 1886, George H. Kalteyer, administrator, with a will annexed, of the Estate of H. Grenet, deceased, conveyed to Charles Hugo, Gustav Schmeltzer (affiant) and William Huermann, all and singular (among other property), the following described tract or parcel of land situated within the corporate limits of the City of San Antonio, Bexar County, Texas, described as follows, to-wit:

Commencing for the North West corner at a point on the South line of Houstn Street 53 far as (147-22/100 feet) South 78-3/4 East from the North West corner of the Alamo Block, the South East intersection of Alamo Plaza with Houston Street; Thence South 11 West 30-1/2 far as (84-27/100 feet) for South West corner; thence South 78-3/4 East 26-1/2 far as (73-1/2 feet) To Alamo Ditch or South East corner; thence up said Ditch to Houston Street or North East corner; thence North 78-3/4 West 45 yrs. (125 feet) along Houston Street to the place of beginning.

That at the time of said purchase, all of said property was under fence and had been in actual possession of said Honore Grenet;

That the improvements upon said property consisted of stables, which affiant understands, we built by the United States Government; That said property has continuously, since said time, been in possession of said Charles Hugo, Gustav Schmeltzer and William Heuermann, and Hugo & Schmeltzer Co., a private corporation, of which affiant is the president, and since said date, to-wit Jan. 23 1886, said Hugo & Schmeltzer, a partnership consisting of the above named parties, and Hugo Schmeltzer Co., a private corporation have paid all taxes due thereon, and have ever since said time, been in peaceable possession of said property;

Affiant further staes that from his own observation and from common knowledge, said property has been in possession and under fence from the year 1872 up to and including the present time, which is the date of making this affidavit.

And further affiant sayeth not.

(Signed) G. SCHMELTZER.

Sworn to and subscribed before me by G. Schmeltzer, this the 1st day of August, A. D. 1905.

(Signed) W. A. WURZBACH
Notary Public Bexar County, Texas.

THE STATE OF TEXAS,
County of Bexar.

Before me W. A. Wurzbach a notary public in and for Bexar County, Texas, on this day personally appeared to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st. day of August A. D. 1905.

W. A. WURZBACH
Notary Public Bexar County, Texas.

AFFIDAVIT OF W. H. MAVERICK AS TO POSSESSION AND IMPROVEMENTS LOTS ON HOUSTON STREET.

THE STATE OF TEXAS,
County of Bexar.

Before me, the undersigned authority, on this day personally appeared W. H. Maverick, known to me who being by me duly sworn upon oath says: That by deed dated May 31, 1872, and recorded in Book "W" 2, page 336, of the Deed Records of Bexar County, Texas, Mary A. Maverick for herself and as executrix of the estate of Sam. A. Maverick, deceased, conveyed to him, among other property, the following described property situated with in the corporate

limits of the City of San Antonio in Bexar County, Texas, described as follows, to-wit;

Commencing for the North West corner at a point on the South line of Houston Street 53 far as (147 22/100 feet) S. 78 3/4 East from the N. W. corner of the Alamo Block, the S. E. intersection of Alamo Plaza with Houston Street; thence South 11 W. 30½ vs. (84 27/100 feet) for South West corner; thence South 78 3/4 East 26 1/2 vs. (73 1/2 feet) to Alamo Ditch or S. E. corner; thence up said Ditch to Houston Street or N. E. corner; thence N. 78 3/4 W. 45 vs. (125 feet) along Houston Street to the place of beginning.

That his father, Samuel A. Maverick, purchased said property from Mariano Romano in 1841; that his father, the said Samuel A. Maverick departed this life on the 2nd day of September, 1870, and that his mother, Mary A. Maverick, duly qualified as executrix of his estate on the 4th day of October, 1870; that shortly after the death of his father, he and his brother, George Maverick, took possession of the estate of his father and managed it as the agents of their mother; that at that time the property was enclosed and it was left in his possession enclosed under fence; that he rented the property to the Government and collected the rents therefor from the United States Government from the year 1870 up to and including the month of January, 1878; when he sold the property to H. Grenel; that the Government had for a long time prior to the time he took possession of the property been paying rent thereon; that the improvements upon said property consisted of stables built and occupied by the United States Government; that during the time he owned the property he paid all taxes thereon and was in the peaceable possession of said property and that with out doubt Samuel A. Maverick, his father, during his life time, likewise paid all taxes upon said property during the time he so owned it.

Affiant further states that from his own observation and from common knowledge said property has been in possession and under fence from the time he acquired it in 1872 up to and including the present time which is the date of making this affidavit.

And further affiant saith not.

(Signed) W. H. MAVERICK

Sworn to and subscribed before me by W. H. Maverick this the 26th day of May, 1905.

GEO. HUNTRESS
Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS,
County of Bexar.

Before me, Geo. Huntress, a notary public in and for Bexar County, Texas, on this day personally appeared W. H. Maverick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5th day of August, A. D., 1905.

GEO. HUNTRESS
Notary Public in and for Bexar County, Texas.

Received from Miss Clara Driscoll the sum of $1158.40, the estimated taxes upon the property known as the Hugh & Schmeltzer property and conveyed by her to the State of Texas for the current year 1905-6, and I agree to apply said sum to the payment of said taxes as soon as the same can be collected by the City of San Antonio and to deliver to her a regular and proper receipt for the taxes due and paid. If the taxes exceed $1158.40 Miss Clara Driscoll is to pay the difference before issuance of tax receipt.

Signed in duplicate, this 30th day of August 1905.

C. VILLEMAIN,
(Seal) Tax Collector City of San Antonio, Texas.

Tax Receipt No. 6299.

Office of
CITY TAX COLLECTOR
San Antonio, Texas.

Valuation.

Personal Property	$.....
Real Estate	$64000
Total	$64000

Taxes.

Received of Miss Clara Driscoll the sum of Eleven Hundred, fifty eight 40/100 dollars.....cents, in payment of City Taxes, for the Fiscal Year 1904, beginning June 1, 1904, and ending May 31, 1905.

Ad Valorem Tax	$1158.40
Poll Tax	
Total Tax	$1158.40
Interest	17.37
Penalty	69.50
Costs	
Total	$1245.27

Acres.	Lot No.	Blk. No.	City Blk. No.	Name of Street or subdivision.	Value.
	18		115	cor Alamo Plaza	$64000
	19			and Houston	

Dated: San Antonio, Texas, Aug. 30, 1905.

C. VILLEMAIN,
City Collector.
By A. Coy, Jr., Assistant.

(Seal)

Fiscal year 1904.
JOHN STAPPENBECK, City Assessor.

C. Villeman, Collector. OFFICE TAX COLLECTOR
City of San Antonio. Aug. 1 1905

Statement of City taxes due for the fiscal year 1904 on Lots Nos. 18 and 19, City Block No. 1115, situated on the corner of Alamo Plaza and Houston St. assessed to Miss Clara Driscoll.

1904 Taxes, $1158.40 with additional 6 per cent interest from June 1, 1905 and 6 per cent penalty on the principal if paid in the month of August 1905.

C. VILLEMAN,
City Collector.
C

Pencil notation:

1904 Taxes	$1158.40	
Int.	17.37	
Plty	69.50	
	$1245.27	due Aug. 31/05
	1158.40	
	597.12	
	$3000.79	

End. Pencil: Deed Chas. Hugo to Clara Driscoll dated Fey 10/04 Book Record Vol. 223 p. 261. Get receipt for 1904.

(Endorsed, in ink: Tax Receipt.)

(Endorsed: Filed in the Office of the Secretary of State this 4 day of Oct. 1905. O. K. Shannon, Secretary of State.)

Office of
PAUL MEERSCHEIDT
Tax Collector Bexar County

San Antonio, Texas, Aug. 2, 1905.

This is to certify that the Records of this office do not show any State & County Tax due on Lot 1, C. B. 115, Div. 3, in the name of Est. H. Grenet, Hugo & Schmeltzer & Miss Clara Driscoll from 1885 to 1904, incl.

1905 assessed to Miss C. Driscoll, at $64000 Rate 93-3/10c

PAUL MEERSCHEIDT,
Col. Bexar Co.
H

(Seal)

Pencil notation:

64000
.933

192000
192000
576000

$59712

STATEMENT OF CITY TAXES

City of San Antonio, Bexar County, Texas

Description of Property

Acres.	Lot Number.	Block.	O. C.	City Blk.	Name of Street, Subdivision, etc.
	18, 19			115	Alamo Plaza Hugo-Schmeltzer Property

To Whom Assessed.	Year.	Assessed Valuation. Real Estate.	Personal.	Total	Tax Rate.	Ad Valorem.	Poll.	Total.

This is to certify that the records of this office show no delinquent Taxes on the above described property.

1877 to 1902 Inc.

J. T. NEWTON,
Assistant City Attorney.
Farrar
In Charge of Back Tax Collections.

1 Lot	115	Corner Alamo Plaza & Houston Street

City taxes for fiscal year 1903-1904 on the above described property are also paid.

J. A. BITTER,
City Collector.
Mar. 7 1905 (Per C. F. N. Ass't.)

I, the undersigned do hereby certify that the Taxes on lots 18, 19 City Block 115, cor. Alamo Plaza & Houston St. for the 1904 & 5 are $1158.40.

JOHN STAPPENBECK,
(Pencil notation). City Assessor.
Miss Driscoll must pay.

(Endorsed: Receipt of Paul Meerscheidt.)
End: Filed in the Office of the Secretary of State, this 4 day of Oct. 1905. O. K. Shannon, Secretary of State.
Statement showing condition of State and County taxes on Lot 1, C. B. 115, formerly described as Lots 1, 2 and 3, Division 3:
Taxes paid for 1885 in name of Est. H. Grenet;
Taxes paid for 1886 to 1890 incl. in name of Hugo & Schmeltzer;
Taxes paid for 1891 in name of Reagan Houston;
Taxes paid for 1892 to 1903 incl. in name of Hugo & Schmeltzer;
Taxes due for 1904 in name of Miss Clara Driscoll;
Amount due for 1904, including penalty, $633.60
I hereby certify that the above is true and correct, as shown by the records of my office.

PAUL MEERSCHEIDT,
(Seal) Tax Collector, Bexar County.
Per P. H. Scholz, Deputy.

Pencil notation
Mr. Hugo must pay for 1904.
1905 not due.

(Copy)

No. 9836 Bexar County, Texas.

Received of Miss Clara Driscoll, the sum of Five Hundred Ninety Seven & 12/100 Dollars, in payment of State and County Taxes for the year 1905, on personal property and the following described real estate:
Lot 1, Out Lot 115, Div. 3.
Oct. 2, 1905.

PAUL MEERSCHEID,
Tax Collector, Bexar Co. Tex.

Total value of all property assessed: $64,000

Taxes.

State Ad Valorem	$128.00
School Ad Valorem	115.20
State and School Poll	
Penalty	
County Ad Valorem	353.92
County Special	
County Poll	
District School	
Penalty	
Total Tax	$597.12

Filed in the office of the Secretary of State this 16th day of Nov. 1905.

O. K. SHANNON,
Secretary of State.

(Copy)

UNCERTIFIED COPY PETITION IN SUIT PILLAR GARCIA, ETC.

Pilar Garcia de Sabriego et al, plffs.
vs. No. 53.
Mary A. Maverick, et al, defts.

In the Circuit Court of the United States for the Western District of Texas at San Antonio.

Trespass to try title and for damages.

Petition sets out that Pilar and her husband Manuel Sabriego who joins herein are citizens of the Republic of Mexico, complaining of Mary A. Maverick, Albert Maverick, Geo. M. Maverick, Samuel Maverick, William H. Maverick, Edward H. Terrell and Mary M. Terrell his wife, J. H. Kampmann, Herman D. Kampmann and Elizabeth his wife, Bertha Doerr and H. A. Doerr her husband, Phillip Immecke and Fritz Steiner, Jacob Waelder and Ada Waelder his wife, Ed. Degener and Mary his wife, C. M. Terrell and Sarah S. his wife, Ed. Dillon, Ed. Steves, A. Michel and Helen Michel his wife, I. P. Reed and Mary A. Reed his wife, Frances E. Vance and J. Milton Vance as executors of the estate of William Vance, deceased, and individually, and Mary Vance wife of Milton Vance, C. Upson executor of the estate of James Vance, deceased, Dr. I. R. Smith, Daniel Oppenheimer and Louisa Oppenheimer his wife, Mrs. E. V. Steagall and A. H. Steagall her husband, Mrs. E. A. Patton, Mrs. Mary Schumacher, Tempel Beth El "Synagogue" a religious corporation represented by and under control of its trustees Sol Halff, S. Mayer, Simon Frank, A. B. Frank and Dan Oppenheimer.

The City of San Antonio, a municipal corporation represented by its Mayor James H. French.

Trinity Methodist Episcopal Church, a religious corporation represented by and under control of its trustees R. M. Moore, Wesley Ogden, C. M. Terrell, G. W. Brackenridge, Geo. B. Silsby and M. A. Daugherty so far as said trustees are known to plaintiffs.

The Baptist Church, a religious corporation represented by and under the control of its trustees S. Coyce, E. G. Houston, W. D. Johnson, James Newton, so far as said trustees are known to plaintiffs.

Miss Annie Sweet and Mrs. C. Sweet widow of I. R. Sweet, Mrs. E. A. M. Houston.

That they (plaintiffs) were married in 1833. That said Pilar is the sole heir at law of her deceased father Francisco Garcia who died in 1834 and of her deceased mother Gertrudes Barrera de Garcia wife of said Francisco Garcia who died in 1842. That they died seized of a suerte of land in the city of San Antonio on the East side of the San Antonio river, being bounded as follows, to-wit:

North by lands of Vicente Amador; South by lands of Capriano Losoya; East by Wall of the Mission de Balero, and west by the lands of Francisco Collantes and Manuel Ximenes, and being more particularly described as follows:

Beginning at the Southwest corner of this the Francisco Garcia suerte in the East line of Manuel Ximenes 3 varas above the lower line of Houston Street; thence with said line of Ximenes N. 12 deg. W. 19 varas to a point in the upper line of Houston Street 30 varas from the east line of Navarro Street; thence N. 7-1/4 deg. E. 43-1/2 varas to the northeast corner of Manuel Ximenes and following the same course along the east line of Francisco Collantes 139 varas to the south line of Travis Square; thence N. 5-1/4 deg. E. 106 varas; thence N. 56 deg. E. 42 varas; thence N. 66 deg. E. 32-1/2 varas to the east line of Jefferson Street 3-1/2 varas above the upper line of Pecan Street; thence N. 66-1/2 deg. E. 23 varas; thence N. 67-1/4 deg. E. 65 varas; thence N. 53-1/2 deg. E. 20 varas to the southwest corner of the Vicente Amador suerte; thence with the Southwest line of said Amador suerte S. 39 deg. E. 156-1/2 varas; thence S. 35-1/4 deg. W. 158 varas to the upper bank of the old Alamo Ditch; thence S. 10 deg. W. 45-1/2 varas to the north-east corner of the old Valero wall; thence along the upper line of said wall N. 75-5/8 deg. W. 79 varas to its northeast corner; thence down said wall S. 8 deg. W. 10 varas; thence N. 82 deg. W. 8 varas; thence S. 10 deg. W. 6 varas to the upper line of the Capriana Losoyo suerte; thence with said line 79 deg. W. 285 varas to the beginning.

Reference is here made to the accompanying map which is hereto attached and made a part hereof.

That such Pilar as such heir as aforesaid at the death of her parents and as their sole heir became seized and possessed of said suerte of land by inheritance, same being valued at two hundred thousand dollars. That said Pilar being so seized that said defendants and each of them did on or about the first day of January 1843 unlawfully enter upon said premises and dispossess said defendants and have until this date in such unlawful possession, etc.

Ask that each of said defendants be cited to appear at the next term of Court. That said Pilar be decreed to be the owner of said property in her right and entitled to the possession thereof. Ask for judgment for $200,000.00 back rents, etc.

Filed 13th September 1881.

(This is a true copy of the original petition taken from the record of the Bexar Abstract Co. and can be certified to if desired.)

Filed in the office of the Secretary of State this 4th day of October, 1905.

O. K. SHANNON,
Secretary of State.

In the Circuit Court of the United States, in and for the Western District of Texas, at San Antonio.

Thursday, March 13, 1884.

Pilar Garcia de Sabriego et al
vs. No. 53.
Mary A. Maverick et al

This cause coming on to be heard came both parties by counsel and announced themselves ready for trial and thereupon came a jury of good and lawful men of the Western District of Texas, to-wit: C. S. Brodbent and eleven others, duly elected, empannelled and sworn, who having heard the evidence, argument of counsel and charge of the court returned into open court the following verdict, to-wit:

"We, the Jury, find for the defendants. C. S. Brodbent, Foreman."

Wherefore it is ordered, adjudged and decreed by the Court that the plaintiffs herein take nothing of the defendants herein by this action and that the said defendants go hence and recover of said plaintiffs all costs of suit in this behalf expended, for which execution may issue.

UNITED STATES OF AMERICA,
Western District of Texas.

I, D. H. Hart, Clerk of the Circuit Court of the United States, in and for the Western District of Texas, hereby certify that the above is a true and correct copy of the Final Judgment in cause No. 53, Pilar Garcia de Sabriego et al, vs. Mary A. Maverick et al., as the same appears of record in this office.

Witness and the seal of the said Circuit Court, at office, in the City of San Antonio, Texas, this the 26th day of May A. D. 1905.

D. H. HART,
Clerk of said Court.
By A. Grosenbacher, Deputy.

(Seal)

(Endorsed—No. 53. In the Circuit Court of the United States in and for the Western District of Texas, at San Antonio. Pilar Garcia de Sabriego et al vs. Mary A. Maverick et al. Certified copy of Final Judgment. For———— Issued May 26, 1905. D. H. Hart. Clerk.)

(Endorsed—Filed in the Office of the Secretary of State, This 4 day of Oct. 1905. O. K. Shannon, Secretary of State.)

STATE OF TEXAS,
County of Bexas.

Field Notes of a survey of 1.18 acres of land made for the State of Texas.

Said survey is situated in the County of Bexar, State of Texas, and City of San Antonio and is known as "Alamo" and is bounded as follows to-wit:

Beginning at an iron pipe set in the center of the old abandoned Ditch of the Alamo for the S. E. corner of Alamo or Church property. Thence W. 80 57-1/2 W. with the S. line of said property 108.5 feet to the S. W corner of the old church or Alamo building. Thence N. 9 36-1/2′ E. 72.3 feet to the wall of the old convent building. Thence with said wall N. 79 06 (′ W. 88.83 feet to the S. W. corner of said building. Thence with the W. Wall of same N. 12) 00-1/2 E. 191.6 feet to N. W. corner of same on the S. line of Houston St. Thence with the S. line of Houston St. S. 78 39′ E. 181.7 feet to a stake at an angle in said Street. Thence continuing along the S. line of Houston Street S. 74″ 23-1/2 E. 91.1 feet to an iron pipe set in the center of the aforementioned old abandoned Alamo Ditch for the N. E. corner of this tract. Thence along the center of said Ditch S. 39 59-1/2′ W. 140 ft. and S. 14.53-1/3 W. 129.3 feet to the place of beginning.

Surveyed Jan. 15th. & 16th, 1912.

Given under my hand at San Antonio this 17th day of January 1912.

W. W. LOCHE.
County Surveyor Bexar County, Texas.

(Endorsed—Field Notes Alamo Property.)

THE STATE OF TEXAS
County of Travis

Whereas, by an act of the 29th Legislature of the State of Texas, approved January 26rg. 1905, Chapter 7 of the General Laws at the Regular Session, the Governor of the State of Texas was authorized to purchase, and procure to be executed to the State of Texas by the owners of the property hereinafter mentioned a good and sufficient conveyance of all the land in the City of San Antonio, Texas, known as the Hugo & Smeltzer Company property, formerly a part of the old Alamo Mission and adjoining the Alamo Church property now owned by the State; beginning at a stake set on the West bank of the Alamo Ditch, being the South-east corner of this tract, and the North-east corner of the tract heretofore sold to the State of Texas, and known as the Alamo; thence North 79-1/3 degrees west, 200 feet and 2-2/5 inches; thence North 11′, 33″ east, 191.52 feet; thence south 79-1/10 degrees east, 272.22 feet; thence with

the meanders of said ditch to the place of beginning; and bounded on the north by Houston Street, and on the east by the Alamo Ditch, and on the south by the Alamo and Alamo Plaza, and on the west by the Alamo Plaza; and

Whereas, pursuant to said Act, the said property above described was purchased and conveyance thereof in fee was made to the State of Texas by Miss Clara Driscoll by deed dated August 23, 1905, which is of record on pages 380 et seq. of volume 238 of the Deed Records of Bexar County, Texas, to which deed and its record aforesaid reference is hereby made for further particulars: Now, therefore, pursuant to and in compliance with Section 3 of said Act above referred to, I, S. W. Lanham, in my capacity as Governor of the State of Texas, have delivered, and by these presents do hereby deliver to the custody and care of the Daughters of the Republic of Texas, a corporation under the laws of Texas, whereof Mrs. Anson Jones, of Harris County, Texas, is President, the property thus acquired, which is hereinbefore described, and described in said deed above referred to, together with the Alamo Church property, already owned by the State, which was conveyed to the State of Texas by the Catholic Church of the Diocese of San Antonio, in the State of Texas, by deed dated May 12th, 1883, which is of record in Book 31 on page 365 of the Deed Records of Bexar County, Texas, to which deed and its aforesaid record reference is hereby made for further particulars, to be maintained by them in good order and repair without charge to the State, as a sacred memorial to the heroes who immolated themselves upon the hallowed ground; and by the Daughters of the Republic of Texas to be maintained or remodeled upon plans adopted by the Daughters of the Republic of Texas, and approved by the Governor of Texas; provided that no changes or alterations shall be made in the Alamo Church proper, as it now stands, except such as are absolutely necessary for its preservation. All of said property being subject to future legislation by the Legislature of the State of Texas.

In testimony whereof, I, S. W. T. Lanham, Governor of the State of Texas, have caused the seal of the State to be hereunto affixed and have signed these presents officially this the 4th day of October, 1905.

(Signed) S. W. T. LANHAM,
Governor.

Attest:
O. K. SHANNON,
Secretary of State.

THE STATE OF TEXAS
County of Travis

Before me, the undersigned, a Notary Public, in and for Travis County, Texas, on this day personally appeared S. W. T. Lanham, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacity therein expressed.

Given under my hand and seal of office this the 4th day of October, 1905.

(Signed) N. A. CRAVENS,
(Seal) Notary Public, in and for Travis County, Texas.

City Tax Receipt No 7451 1/2

Office of
CITY TAX COLLECTOR
San Antonio, Texas

Tax Rate on the $100.00 Valuation	
General Fund	97
Sinking "	41
School "	..
..... "	..
Total	1.70

Valuation	
Personal Property	.....
Real Estate	64,000
Total	64,000

Received of Miss Clara Driscoll the sum of One Thousand and eighty eight Dollars ..... 00 cents, in payment of City Taxes for the Fiscal Year 1905, beginning June 1, 1905 and ending May 31, 1906.

Imp. Dist. No. 1. Tax—
"
"
"
"
"
"
"
"

Ad Valorem Tax 108800

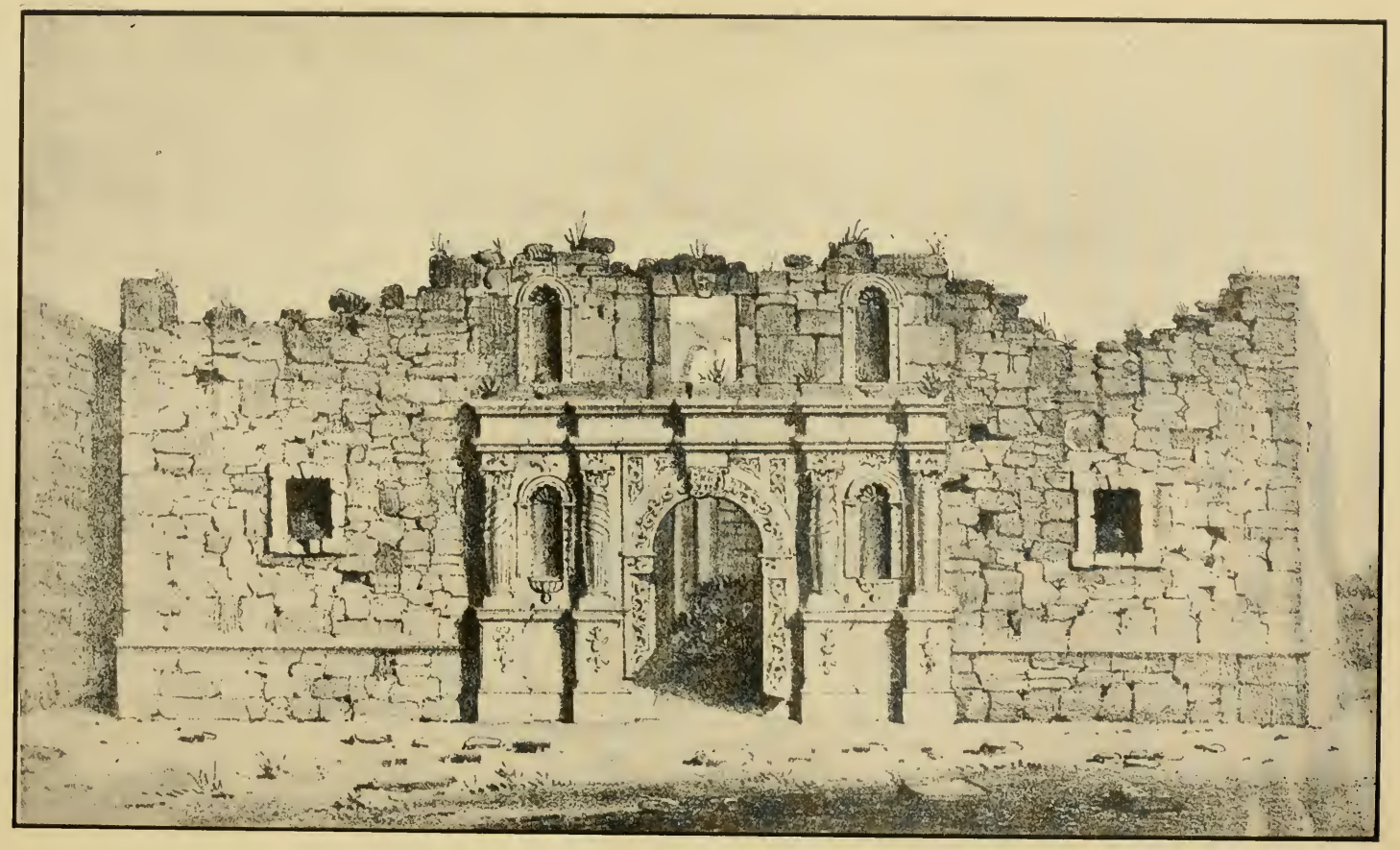
Imp. Dist. No. 1 Tax..... .....
"
"
"
"

Total 108800

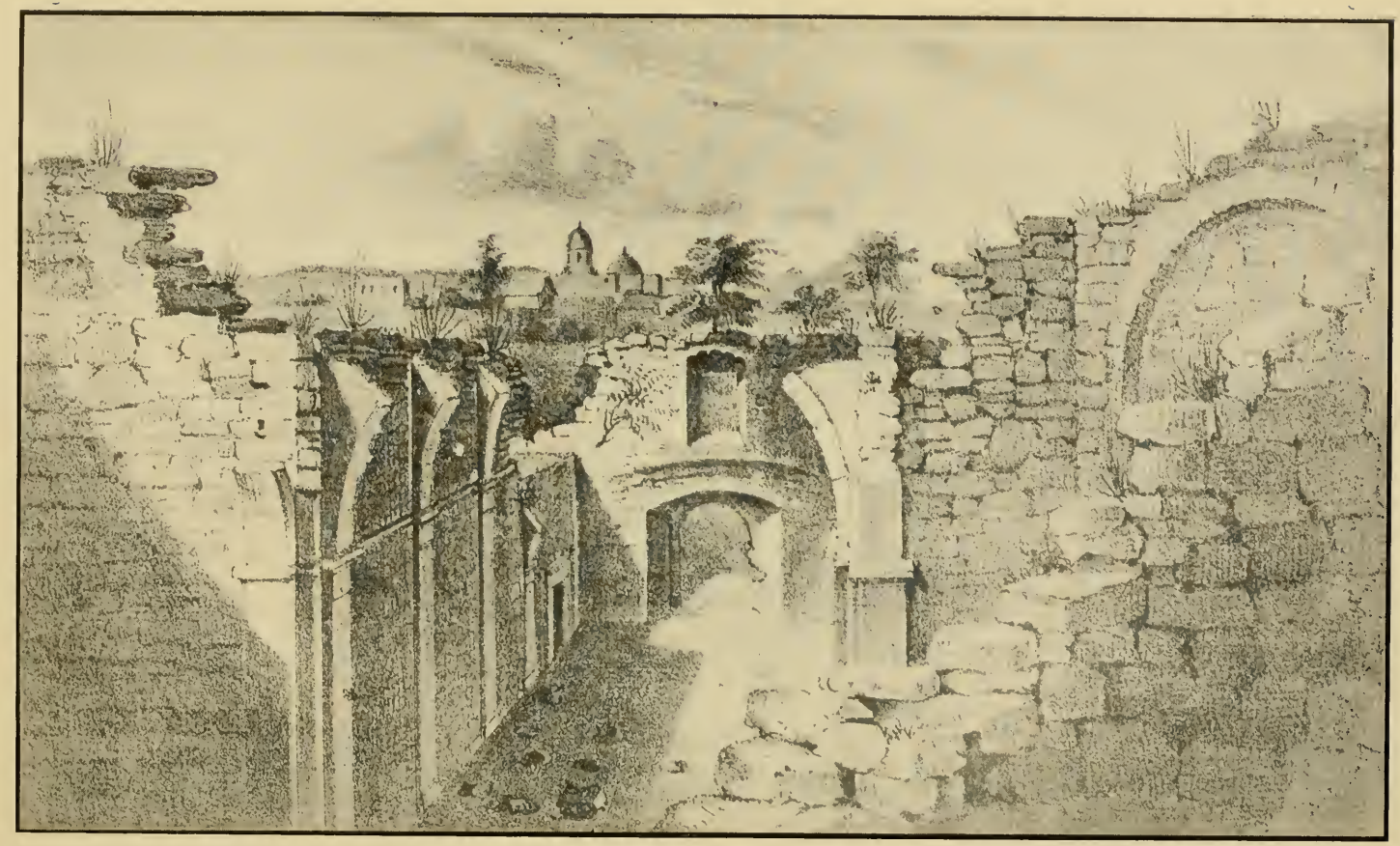
Acres	Lot No.	Block No.	O. C. L. No.	City Block No.		Value
	1 lot			115	S. E. cor. Alamo Plaza & Houston	64,000

Date San. Antonio Texas, Apr. 4, 1906.

C. Williams City Collector.
By a Coy Jr. Assistant.



Front view of the church of the Alamo. Drawn in 1846 by Lieutenant Edward Everett of the United States Army. Senate Document No. 32, Thirty-first Congress.



Rear view of the church of the Alamo showing demolished condition. It was at this end of the chapel where the guns manned by Lieutenant Dickinson were located. Drawn by Lieutenant Edward Everett of United States Army, in 1846. Senate Document No. 32, Thirty-first Congress.

PART TWO.

THE ALAMO IN 1846.

The following extract is taken from the memoirs of George W. Hughes, captain corps topographical engineers, and chief of topographical staff, with division of the United States army under the command of Brigadier General John E. Wool in his march from San Antonio, Texas, to Saltillo, Mexico, in the war between the United States in 1846. In describing the buildings and environments of the Alamo, in Senate document No. 32, First Session of the Thirty-first Congress, pages 10 and 11, he says:

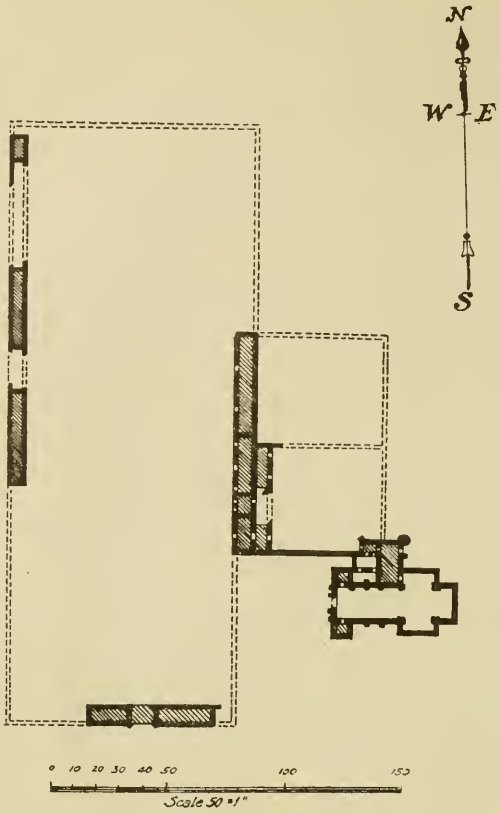
"The buildings belonging to the government in the town might be conveniently converted into hospitals and barracks for a considerable force. The Alamo, on the left bank of the river, if placed in a suitable state of repair, would accommodate a regiment, and might at the same time be rendered a strong defensive work, well supplied with water.

As a frontier post, it may be regarded as one of some importance. About one mile east of the Alamo is a strong tower, twenty-one feet square at base, thirty feet high, sixteen feet square at top, three stories high, with a look-out on top. It is built of stone, the walls three feet thick, with three loop-holes on each side. It is not arched. The entrance is from the east. Within a short distance of it stands another building, eighteen feet square at base, twelve feet high and with a groined arch: the walls are three feet thick—the entrance from the west: it was obviously a magazine. The two buildings are defended on the southeast angle by a bastion with two long curtains enclosing the buildings on two sides. The advance works are of earth, and consist of a deep ditch and parapet. Between these works and the building was a well, now partially closed with rubbish.

Most of the land in the vicinity of San Antonio was formerly, and much of it still is, irrigated from the river and the San Pedro. It may, however, well be questioned whether this operation is not injurious rather than beneficial to the lands: for the soil being calcareous, and the water being nearly saturated with the same substance too much carbonate of lime must, in the course of years, be deposited in the fields. The remedy for this excess may be found in deep ploughing, following in the rotation of crops. The country bears evidence of having been at one period in a high state of cultivation and fertility, supporting a large and concentrated population, who in time of danger sought refuge in the town and in the missions of the Alamo, Conception, San Juan Espada, and San Jose monastic fortresses, whose stately and melancholy ruins attest their fromer magnificence and grandeur.

It is stated, on the authority of the surveyor of Bexar county that within the limits of our map nearly two thousand acres of land are now in corn, yielding on an average about thirty bushels to the acre—sixty thousand bushels; but this is probably an over estimate. Corn usually sells at 50 cents per bushel; it is now bring $1.25, or rather more. For a great distance around San Antonio the grazing is excellent, and herds of cattle abundant. In ordinary times a good, well-broken ox is worth $25; for beef about $9; or a cow and calf, about $13: at present the prices are much higher. The cattle are of the old Spanish breed—the oxen large, with immense horns; rapid walkers, and strong. They are fed exclusively on herbage and fodder: they keep easily, and make good beef. The cows are bad milkers, but might be easily improved by a cross on the Durham or Devon.

The county of Bexar contains about four thousand inhabitants, including Castroville. Its territorial limits extend to the Rio Grande.



Plan of the
RUINS OF THE ALAMO
near
SAN ANTONIO DE BEXAR.
1846
From Drawing By Edw'd Everett.
(U.S. Senate Ex. Doc. 32, 31st Congress.)

See Senate Document No. 32, Thirty-first Congress. This shows accurately the ground plans of the Alamo, including the chapel, main buildings and the walls inclosing the "inner" and "outer" or yards.

According to the authority before mentioned, there are this year nearly eight hundred acres of corn growing on the Leona creek averaging about thirty-five bushels per acre—twenty-eight thousand bushels. While the lands are rich in this region, the demand heretofore for agricultural productions has been so limited that there has been but little inducement to grow more grain than would suffice for the wants of the permanent population.

The San Antonio river has its source in a large spring, five miles north of the town, and, as far as our map extends, flows nearly due south. It becomes almost at once, in gushing from the rocks, a noble river, clear, full, and rapid in its course. For the first ten miles it rarely exceeds one hundred feet in width, and from three to six feet in depth. The principal fords below the infantry camp are at the town of San Antonio and at a short distance below the mission of Conception. The former is good and practicable for artillery: the latter is not so good, the water being not less than four feet deep with a very rapid current. There are, however, many points where fords might be made accessible by cutting down the banks. The river in its upper waters varies but little in its level, and is not greatly affected by the heaviest rains. At San Antonio there is a trestle-bridge over the river, near the Alamo, recently repaired, or rather rebuilt, by the quartermaster's department, for military purposes."

WHERE TRAVIS, CROCKETT AND BOWIE FELL.

The following statement by Francis Antonio Ruiz, who was the alcalde of San Antonio at the time of the siege and fall of the Alamo, is the best account extant as to where in the fort Travis, Crockett and Bowie fell.

STATEMENT OF ANTONIO RUIZ, ALCALDE OF SAN ANTONIO.

"On the 6th of March (1836) at 3 a. m., General Santa Anna at the head of 4000 men advanced against the Alamo. The infantry, artillery and cavalry had formed about 1000 varas from the walls of the said fortress. The Mexican army charged and were twice repulsed by the deadly fire of Travis' artillery which resembled a constant thunder. At the third charge the Toluca battalion commenced to scale the walls and suffered severely. Out of 830 men only 130 were left alive."

"When the Mexican army entered the walls, I with the political chief (Gefe politic) Don Ramon Musquiz and other members of the corporation, accompanied by the curate, Don Refugio de la Garza, who by Santa Anna's orders, had assembled during the night at a temporary fortification on Protero Street, with the object of attending the wounded, etc. As soon as the storming commenced we crossed the bridge on Commerce street, with this object in view and about 100 yards from the same a party of Mexican dragoons fired upon us and compelled us to fall back on the river and the place we occupied before. Half an hour had elapsed when Santa Anna sent one of his aide de camps with an order for us to come before him. He directed me to call on some of the neighbors to come with carts to carry the (Mexican) dead to the cemetery and to accompany him as he was desirous to have Col. Travis, Bowie and Crockett shown to him."

"On the north battery of the fortress convent, lay the lifeless body of Col. Travis on the gun carriage shot only through the forehead. Towards the west, and in a small fort opposite the city, we found the body of Col. Crockett. Col. Bowie was found dead in his bed in one of the rooms on the south side."

"Santa Anna, after all the Mexican bodies had been taken out, ordered wood to be brought to burn the bodies of the Texans. He sent a company of dragoons with me to bring wood and dry branches from the neighboring forests. About three o'clock in the afternoon of March 6, we laid the wood and dry branches upon which a pile of dead bodies were placed, more wood was piled on them and another pile of bodies was brought and in this manner they were all arranged in layers. Kindling wood was distributed through the pile and about 5 o'clock in the evening it was lighted."

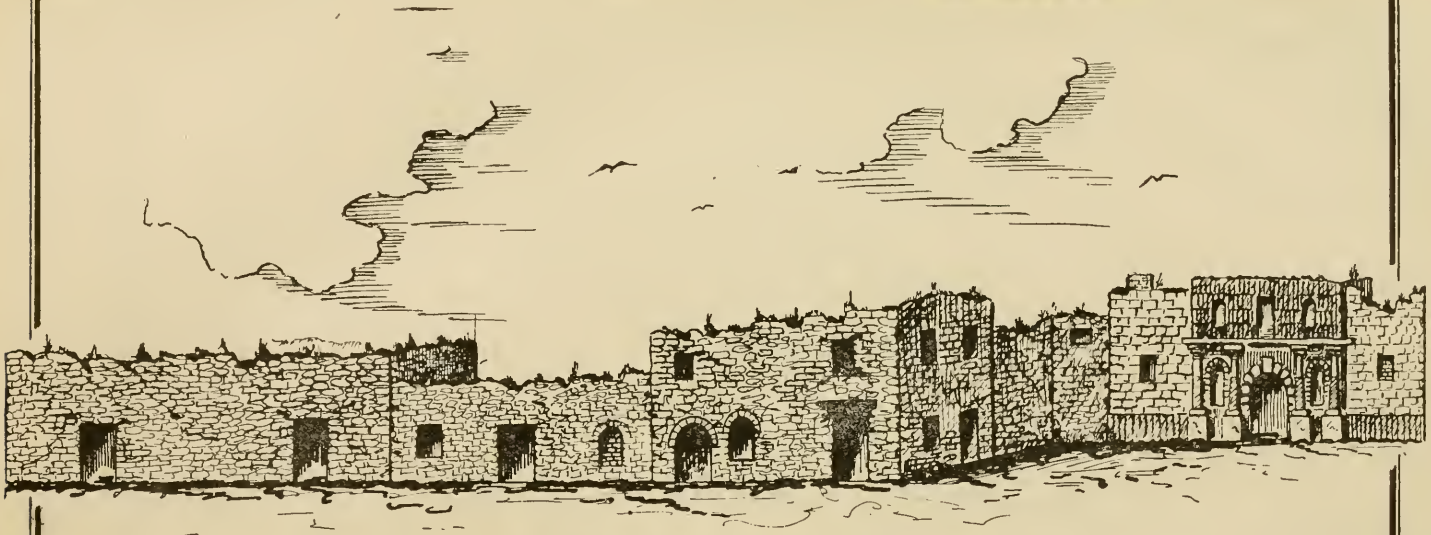
"The dead Mexicans of Santa Anna were taken to the grave yard, but not having sufficient room for them, I ordered some to be thrown in the river, which was done on the same day."

"The gallantry of the few Texans, who defended the Alamo was really wondered at by the Mexican army. Even the generals were astonished at their vigorous resistance and how dearly victory was bought."

"The generals, who under Santa Anna participated in the storming of the Alamo were Juan Amador, Castrillion, Remirez, Sesma and Andrade."

"The men (Texans) burnt were one hundred and eighty-two. I was an eye witness for as Alcalde of San Antonio, I, was with some of the neighbors, collecting the dead bodies and placing them on the funeray pyre."

(Signed) FRANCIS ANTONIO RUIZ.



RUINS of the ALAMO

REPRODUCED FROM SKETCH MADE BY LIEUT. J. EDMUND BLAKE
OF THE TOPOGRAPHICAL ENG'RS
1845

This perhaps is the most accurate likeness of the ruins of the Alamo at that time—nine years after the massacre. The "south room" in which James Bowie was killed is inthe end of the long building next to the chapel. He was sick with pneumonia at the time and had been for several days before the attack on the Alamo.

THE TEXANS CAPTURE THE ALAMO IN 1835.

Col. F. W. Johnson, commanding the Texas, made the following report of the capture of the Alamo, and General Cos, in December, 1835, when "Old" Ben Milam captured the town and lost his life:

COL. FRANK JOHNSON'S OFFICIAL REPORT ON THE STORMING OF BEXAR IN DECEMBER, 1835.

"Sir: I have the honor to acquaint you, that on the morning of the 5th inst., the volunteers for storming the city of Bexar, possessed by the troops of General Cos, entered the suburbs in two divisions, under the command of Colonel Ben. R. Milam. The first division under his immediate command, aided by Colonels Grant and Austin, and Adjutant Brister.

"The first division, consisting of the companies of Captains York, Patton, Lewellyn, Crane, English, and Landrum, with two pieces and fifteen artillerymen, commanded by Lieutenant-Colonel Franks, took possession of the house of Don Antonio de La Garza. The second division, composed of the companies of Captains Cooke, Swisher, Edwards, Alley, Duncan, Peacock, Breeze and Placido Benevides, took possession of the house of Veramendi. The last division was exposed for a short time to a very heavy fire of grape and musketry from the whole of the enemy's line of fortifications, until the guns of the first division opened their fire, when the enemy's attention was directed to both divisions. At seven o'clock, a heavy cannonading from the town was seconded by a well directed fire from the Alamo, which for a time prevented the possibility of covering our lines, or effecting a safe communication between the two divisions. In consequence of the twelve pounder having been dismounted, and the want of proper cover for the other gun, little execution was done by our artillery, during the day. We were, therefore, reduced to a close and well directed fire from our rifles, which notwithstanding the advantageous position of the enemy, obliged them to slacken their fire, and several times to abandon their artillery, within the range of our shot. Our loss during this day was one private killed, one colonel and one first lieutenant severely wounded; one colonel slightly, three privates dangerously, six severely and three slightly wounded. During the whole of the night, the two divisions were occupied in strengthening their positions, opening trenches, and effecting a safe communication, although exposed to a heavy cross fire from the enemy, which slackened towards morning. I may remark that the want of proper tools rendered this undertaking doubly arduous. At daylight of the 6th, the enemy were observed to have occupied the tops of houses in our front, where, under the cover of breastworks, they opened through loop-holes, a very brisk fire of small arms on our whole line, followed by a steady cannonading from the town in front and the Alamo on the left flank, with few interruptions during the day. A detachment of Captain Crane's company, under Lieutenant W. McDonald, followed by others, gallantly possessed themselves, under a severe fire, of the house to the right and in advance of the first division, which considerably extended our line; while the rest of the army was occupied in returning the enemy's fire and strengthening our trenches, which enabled our artillery to do some execution and complete a safe communication from right to left.

"Our loss this day amounted to three privates severely wounded and two slightly. During the night the fire from the enemy was inconsiderable, and our people were occupied in making and filling sand bags, and otherwise strengthening our lines. At daylight on the 7th, it was discovered that the enemy had, during the night previous, opened a trench on the Alamo side of the river, and on the left flank, as well as strengthening their battery on the cross street leading to the Alamo. From the first they opened a brisk fire of small arms, from the last a heavy cannonade, as well as small arms, which was kept up until 11 o'clock, when they were silenced by our superior fire. About 12 o'clock, Henry W. Karnes, of Captain York's company, exposed to a heavy fire from

the enemy, gallantly advanced to a house in front of the first division, and with a crowbar forced an entrance, into which the whole of the company immediately followed him and made a secure lodgment. In the evening, the enemy renewed a heavy fire from all the positions which could bear upon us; and at half-past three o'clock, as our gallant commander, Colonel Milam, was passing into the yard of my position, he received a rifle shot in the head, which caused his instant death, an irreparable loss at so critical a moment. Our casualties otherwise during this day were only two men slightly wounded.

"At a meeting of the officers at 7 o'clock, I was invested with the chief command, with Major Robert C. Morris (late captain of the New Orleans Grays) as second. At 10 p. m. Captains Lewellyn, English, Crane and Landrum with their respective companies, forced their way into and took possession of the house of Don Jose Antonio Navarro, an advanced and important position, close to the square. The fire of the enemy was interrupted and slack during the whole night, and the weather exceedingly cold and wet.

"The morning of the 8th continued cold and wet, with but little firing on either side. At 9 o'clock the same companies who took possession of Don Jose Antonio Navarro's house, aided by a detachment of the Grays, advanced and occupied the Zambrano Row, leading to the square, without any accident. The brave conduct on this occasion of William Graham, of Cook's company of Grays, merits mention.

"A heavy fire of artillery and small arms was opened on this position by the enemy, who disputed every inch of ground, and who, after suffering a severe loss in officers and men, were forced to retire from room to room, until at last they evacuated the whole house.

"During this time our men were reinforced by a detachment from York's company, under command of Lieutenant Gill.

"The cannonading from the camp was exceedingly heavy from all quarters during the day, but did no essential damage.

"Our loss consisted of one captain seriously wounded, and two privates severely. At 7 o'clock p. m., the party in Zambrano's Row were reinforced by Captains Swisher, Alley, Edwards and Duncan and their respective companies.

"This evening we had undoubted information of the arrival of a strong reinforcement to the enemy, under Colonel Ugartechea. At half-past ten o'clock p. m. Captains Cook and Patton, with a company of Brazoria volunteers, forced their way into the priest's house in the square, although exposed to the fire of a battery of three guns and a large body of musketeers.

"Before this, however, the division was reinforced from the reserve by Captains Cheshire, Lewis and Sutherland, with their companies.

"Immediately after we got possession of the priest's house the enemy opened a furious cannonade from all their batteries, accompanied by incessant volleys of small arms against every house in our possession, and every part of our lines, which continued unceasingly until half past six o'clock a. m. of the 9th, when they sent a flag of truce, with an intimation that they desired to capitulate. Commissioners were immediately named by both parties, and herewith I send you a copy of the terms agreed upon.

"Our loss in this night's attack consisted of one man only (Belden of the Grays) dangerously wounded while in the act of spiking a cannon.

"To attempt to give you a faint idea of the intrepid conduct of the gallant citizens who formed the division under my command during the whole period of the attack would be a task of no common nature, and far above the power of my pen. All behaved with the bravery peculiar to freemen, and with a decision becoming the sacred cause of liberty.

"To signalize every individual act of gallantry, where no individual was found wanting to himself or to his country, would be a useless and endless effort. Every man has merited my warmest approbation, and deserves his country's gratitude.

"The memory of Colonel Ben R. Milam, the leader of this daring and successful attack, deserves to be cherished by every patriotic bosom in Texas.

"I feel indebted to the able assistance of Colonel Grant (severely wounded the first day), Colonel W. T. Austin, Majors S. Morris and Moore, Adjutant Brister, Lieutenant Colonel Franks of the artillery, and every captain (names already given) who entered with either division, from the morning of the 5th until the day of capitulation.

"Drs. Levy and Pollard also deserve my warmest praise for their unremitted attention and assiduity.

"Dr. John Cameron's conduct during the siege and treaty of capitulation merits particular mention. The guides, Messrs. Erastus Smith, Kendrick Arnold and John W. Smith, performed important services, and I can not conclude without expressing my thanks to the reserve under your command for such assistance as could be afforded me during our most critical movements.

"The period put to our present war by the fall of San Antonio de Bexar will, I trust, be attended with all the happy results to Texas which her warmest friends could desire.

"I have the honor to subscribe myself,

"Your most obedient servant,

"F. W. JOHNSON,
"Commanding."

LIST OF THE HEROES OF THE ALAMO.

Attached is a list of the men who were massacred in the Alamo:

Name and Rank.	Where From.
W. Barrett Travis, Lieutenant Colonel, commanding	Tennessee.
James Bowie, Lieutenant Colonel, commanding	———
J. Washington, Colonel	Tennessee.
J. B. Bonham, Captain	South Carolina.
—— Forsyth, Captain	New York.
—— Harrison, Captain	Tennessee.
W. Blazely, Captain	Louisiana.
W. C. M. Baker, Captain	Mississippi.
W. R. Carey, Captain	Texas.
S. B. Evans, Captain	Mississippi.
S. C. Blair, Captain	Texas.
—— Gilmore, Captain	Tennessee.
John Jones, Lieutenant	———
Almaron Dickinson, Lieutenant	Louisiana.
I. G. Baugh, Adjutant	———
Chas. Despalier, Aide to Travis	———
Robert Evans, Master of Ordnance	Ireland.
Elial Melton, Lieutenant Quartermaster	———
—— Anderson, Assistant Quartermaster	———
—— Burnell, Assistant Quartermaster	———
—— Williamson, Sergeant Major	———
D. Michison, Surgeon	———
Amos Pollard, Surgeon	———
—— Thompson, Surgeon	———
Greene B. Jemison, Ensign	———
David Crockett, Private	Tennessee.
E. Nelson, Private	South Carolina.
—— Nelson, Private	Texas.
W. H. Smith, Private	Texas.
Lewis Johnson, Private	Texas.
E. T. Mitchell, Private	Georgia.
F. Desangue, Private	Pennsylvania.
—— Thurston, Private	Kentucky.
—— Moore, Private	———
Christopher Parker, Private	Mississippi.
C. Huskell, Private	———
—— Rose, Private	Texas.
John Blair, Private	———
—— Kiddeson, Private	———
Wm. Wells, Private	Tennessee.
Wm. Cumming, Private	Pennsylvania.
—— Valentine, Private	———
—— Cochran, Private	———
R. W. Ballantine, Private	———
S. Halloway, Private	———
Isaac White, Private	———
—— Day, Private	———
Robert Muselman, Private	New Orleans.
Robert Crossman, Private	———
Richard Starr, Private	England.
I. G. Garrett, Private	New Orleans.
Robert B. Moore, Private	———
Richard Dimkin, Private	England.
Wm. Linn, Private	Massachusetts.

Name and Rank.	Where From.
—— Hutchinson, Private	———
Wm. Johnson, Private	Pennsylvania.
E. Nelson, Private	———
Geo. Tumlinson, Private	———
Wm. Deardoff, Private	———
Daniel Bourne, Private	England.
—— Ingram, Private	England.
W. T. Lewis, Private	Wales.
Charles Zanco, Private	Denmark.
Jas. L. Ewing, Private	———
Robert Cunningham, Private	———
S. Burns, Private	Ireland.
George Neggin, Private	South Carolina.
—— Robinson, Private	Scotland.
—— Harris, Private	Kentucky.
John Flanders, Private	———
Isaac Ryan, Private	Opelousas, La.
David Wilson, Private	Texas.
John M. Hays, Private	Tennessee.
—— Stuart, Private	———
W. K. Simpson, Private	———
W. D. Sutherland, Private	Texas.
D. W. Howell, Private	New Orleans.
—— Buttle, Private	New Orleans.
Chas. Smith, Private	———
—— McGregor, Private	Scotland.
—— Rusk, Private	———
—— Hawkins, Private	Ireland.
Samuel Holloway, Private	———
—— Brown, Private	———
T. Jackson, Private	Ireland.
Micaj Autrey, Private	———
Gregorio Esparza, Private	San Antonio.
—— John, Clerk to Desangue	———
George C. Kimbrell, Lieutenant	Gonzales.
James George, Sergeant	Gonzales.
Dolphin Ward, Private	Gonzales.
Thos. Jackson, Private	Gonzales.
Geo. W. Cottle, Private	Gonzales.
Andrew Kent, Private	Gonzales.
Thos. R. Miller, Private	Gonzales.
Isaac Baker, Private	Gonzales.
Wm. King, Private	Gonzales.
Jessie McKoy, Private	Gonzales.
Claiborne Wright, Private	Gonzales.
W. Fishback, Private	Gonzales.
Isaac Milsap, Private	Gonzales.
Albert Martin, Private	Gonzales.
Galba Fuqua, Private	Gonzales.
John Davis, Private	Gonzales.
R. A. M. Thomas, Private	Gonzales.
Wm. Fuhbaigh, Private	Gonzales.
John G. King, Private	Gonzales.
Jacob Durst, Private	Gonzales.
M. L. Sewell, Private	Gonzales.
Robert White, Private	Gonzales.
A. Devault, Private	Gonzales.
John Harris, Private	Gonzales.
David Kent, Private	Gonzales.
W. E. Summers, Private	Gonzales.

A DESCRIPTION OF MISSION SAN ANTONIO DE VALERO (ALAMO, 1762).

The following is a description of the Alamo in 1762. It was founded and was then known as the Mission San Antonio de Valero. This description is from "Documentos para la Historia de la Provincia de Texas" (MS), folios 163-167:

In this province are some beautiful springs. So great is the volume of water which they send forth, that within a short distance a river of a considerable size is formed. This stream, called the San Antonio, runs from north to south. West of it, and one league below the springs, stand the town of San Fernando and the presidio of San Antonio. Across the river on its eastern bank and about two gunshots from the presidio is the mission of San Antonio de Valero. This mission was founded on the first of May, 1718, by order of the most excellent Marquis of Valero. It was the first college of the Holy Cross, in its zeal for the salvation of the natives, planted in the province of Texas.

The records show that since its foundation seventeen hundred and ninety-two persons have been baptized. At present there are seventy-six families here, which, counting widows and widowers, orphans and other children, comprise two hundred and seventy-five persons.

The settlement contains a convent fifty yards square, with arcades above and below. In the convent are the living rooms of the religious, the porter's lodge, the dining room, the kitchen and the offices. All these rooms are adorned with sacred ornaments and furnished with such articles as are needed by the religious for their own use and for supplying the Indians.

In the second court is a room large enough for four looms. Upon these looms are made coarse cloths, embroidered cotton shawls, blankets and other common fabrics of wool and cotton needed to supply and properly clothe the Indians. Adjoining this room are two others, in which they keep the stock of wool, cotton, combs, skeins, spindles, cards and other things used by the Indians in making their clothing.

The church of this mission was finished, even to the towers and sacristy, but, on account of the stupidity of the builder, it tumbled down. Another, however, of pleasing architecture, is being constructed of hewn stones. For the present a room which was built for a granary serves as a church. In it are an altar with wooden table and steps, a niche containing a sculptured image of St. Anthony, an image of Christ crucified, and another of St. John. All of these are dressed in robes, undergarments and silken vestments.

A big room is used as the sacristy. In it are kept the large boxes that contain the ornaments. Among these are three covered chalices, two large cups, four communion vessels, a silken case for the cross, a vessel and sprinkler for holy water, two candlesticks, an incense boat and spoon, a censer and three holy oil vials. All of these are of silver.

The mission has a well-built stone chapel eleven yards long. Among its ornaments is a stone cross two yards high and capped with silver. In the cross are hidden four reliquaries, each containing its own relic. The altar is adorned with carved and painted images.

There are seven rows of houses for the dwellings of the Indians. They are made of stone and supplied with doors and windows. They are furnished with high beds, chests, metates, pots, flat earthen pans, kettles, cauldrons and boilers. With their arched porticoes the houses form a broad and beautiful plaza through which runs a canal skirted by willows and fruit trees, and used by the Indians. To insure a supply of water in case of blockade by the enemy, a curbed well has been made. For the defense of the settlement the plaza is surrounded by a wall. Over the gate is a large tower with its embrasures, three cannons, some firearms and appropriate supplies.

For cultivating the fields of corn, chile and beans that are tilled to feed the

Indians, and of cotton to clothe them, there are fifty pairs of cart oxen, thirty of which are driven in yoke. There are also traces, plows, plowshares, fifty axes, forty pickaxes, twenty-two crowbars and twenty-five sickles. For hauling stone, wood and other things there are twelve carts. For carpentering they have the ordinary tools, such as adzes, chisels, planes, picks, hammers, saws and plummets. For use in repairing their implements they have an anvil, tongs, a screw, mallets, hammers, files and other things connected with a forge.

In the large room where the grain is kept there are at present about eighteen hundred bushels of corn and some beans. These supplies are to feed the Indians.

The mission owns a ranch, upon which is a stone house about twenty-five yards long. It has an arched portico and is divided into three rooms. These are occupied by the families that care for the stock, which consists of one hundred and fifteen gentle horses, one thousand one hundred and fifteen head of cattle, two thousand three hundred sheep and goats, two hundred mares, fifteen jennies and eighteen saddle mules.

The mission and the ranch have the necessary corrals. For the irrigation of the fields there is a fine main aqueduct.

THE MISSIONS AND SAN ANTONIO RIVER.

(The following document was sent to me in January of this year by Hon. Francisco I. Madero, President of Mexico.—O. B. C.)

GENERAL AND PUBLIC ARCHIVES OF THE NATION MEXICO.

Data from the General and Public Archives of the Nation Relative to the Mission San Antonio de Valero.

In an expediente contained in the testimony of August 3, 1731, relative to the writs executed in regard to the grant and possession of the stream of water in San Antonio which was asked for by the island families, and the opposition made by the reverend father president of the missions of Santa Cruz of Queretaro, before Captain Don Juan Antonio Perez de Almazan. Juan Leal Goras, in the name of sixteen families who went to settle the province of Texas and presidio of San Antonio by order of Viceroy Marques de Casafuerte, presented a writing before Don Juan Antonio Perez de Almazan, captain of the presidio of San Antonio de Bejar, say that according to warrant, there were orders that they be given possession of the arable lands, of the two streams of water named, respectively, the Creek and the River of San Antonio, and in virtue thereof he prays that they be given possession and attestation. The said writing being admitted, order was given to notify the very Reverend Father Brother Gabriel de Vergara, of the regular observance of San Francisco, apostolic preacher, vice president of the missions and president of the new reductions of the River of San Antonio in the said province; because it was he to whom appertained the right of said missions, especially to the stream of water of San Antonio, as also because the said captain was aware that there were founded and situated on the banks of the aforesaid river (San Antonio) four missions of the Holy College of La Cruz of Queretaro, and one named San Jose of the College Guadalupe of Zacatecas, all within a distance of four leagues, more or less, the first beginning with that of San Antonio de Valero, which has in operation its main irrigation ditch and its arable land; next in order comes that of La Purisima Concepcion of Acuna, which has under construction its main irrigation ditch and laterals; next, that of San Jose, which has in operation its main irrigation ditch and its arable land; in addition to these three (going down the aforesaid river) that of San Francisco de la Espada and that of San Juan Capistrano, which are the last, and in which work is being done on the laterals and main irrigation ditch leading from the aforesaid river of San Antonio; wherefore he should be notified that he might represent the right of the said missions which appertained to him.

The writing (he cites) which was presented in the name of the Neophytes and Catechumen Indians, of newly founded missions, La Purisima Concepcion of Acuna, San Juan Capistrano, San Francisco de la Espada, as also of the Indians of the four missions, stated that inasmuch as the most excellent viceroy, the Marques de Casafuerte, had for reasons which were examined and approved as just in the superior government of the missions which had been founded, at the expense of the royal treasury, among the Texas, to be re-established on the river San Marcos, which site, after investigations of the Governor of the province of Don Melchor de Medinilla y Azcona and of others, religious, having been found morally impossible, a new petition was presented, including his advice and that of the reverend father who then was guardian of the College of La Santa Cruz of Queretaro, that his excellency should order the issuance of a dispatch to the end that the said missions should be situated and re-established on the banks of the said river San Antonio, a site appropriate according to the laws and royal cedulas looking to the foundations that by advice of the assessor, this petition was approved, and orders were given for the issuance of a dispatch for the foundation of the three missions on the river San Antonio, on October 2, 1730, in virtue of which the said re-establishment was successfully effected,

the pueblos being formed for the church's sake and the king's service, wherefore the said president in fulfillment of his obligation and in order that the newly established missions, as well as that of San Antonio de Valero, may have due strength and perpetual stability, and in virtue of the provision of the royal law (New Recopilacion, Volume 2, Book 6, Title 3, concerning the reductions, law 8, folio 199) that the sites upon which are to be founded pueblos and reductions shall have water supply, lands and woodland, and common of one leagues extent in every direction, where the Indians may have their live stock, which is the law of Philip II, of December 10, 1563, confirmed by Philip III, on October 10, 1618, with relation to which Philip V issued the royal cedula of September 15, 1713, in which he orders that the said law be observed as soon as the pueblos are formed, in conformity to the said royal cedula last cited prays in behalf of the justices and pueblos of the said reductions that order be issued to give them possession of what is conceded to them by these royal ordinances, in order that in future they may conserve their rights and property. That in so much as concerns the mission of San Antonio de Valero, notwithstanding its being anterior to the new missions above noted in its foundation, it is today without a judicial instrument of possession of what which by law belongs to it as to a new reduction because the said instrument has been lost; wherefore in behalf of the said pueblo and active conversion of San Antonio de Valero, he prays for orders to do the same in the case of that mission as in the case of the other three, measuring their lands for them, giving them the water which by law is their right, and the possession and instrument pertaining thereto; as also in fulfillment of other requirements that no stock farms or cattle ranches be situated within a distance of three leagues from the boundaries of the said missions, and those of sheep and goats within the distance of one and one-half leagues, that provisions to this effect may be inserted in the instrument of possession. Also that as the two missions of San Antonio and Concepcion de Acuna are side by side, within a short distance of each other, he prays that since on account of the said contiguity they can not be assigned in all directions that is required by the law, they be assigned and given the same in the direction or directions which lie open; which shall also be done for others similarly situated, etc., a writing was executed on June 2, 1731, by the said Captain Don Juan Antonio, ordering that they be protected, as in the name of his majesty he protects and confirms them in the real and personal possessions which they hold in the missions named in the above cited writing in virtue of the possessions which by order of the Marques de Casafuerte were given them on March of the said year, of which they should not be dispossessed; provided, that said possession and protection refer to the quantity of land and water which his majesty has specified in his royal cedulas, it being distinctly understood that the said missions are new conversions in reference to the privilege to which for this reason they are entitled. In continuation, the said captain executed a writ on July 27, 1731, that testimony should be taken and remitted to the viceroy in regard to the fact that the five missions were founded and three of them having taken the water which they are soliciting, and that the question is pending whether there shall be in the said river more than the five main irrigation ditches for the five missions, wherefore the distribution of the waters of the river San Antonio to the island families who had solicited therefor, should be suspended until it should be determined what was expedient.

The testimony being received, it was ordered by decree of October 22, 1731, following an opinion of the 21st of the same October, that report be made regarding the division between the Indians and Spaniards and for the assignments as well to these as to the missions.

The report of December 10, 1731, advises that in order that the missions have no lack of water or lands, not the Canary families and citizens those which are necessary, it be ordered that benefit, the Indian pueblos not lacking whit is necessary nor the Spaniards going without.

Opinion of December 15 of the said year: That the assignment be made proportionately, and in case the waters of the two streams should not be sufficient for continuous use by the missions, families and first settlers, the law must be observed in assigning them by turns.

Decree of the 16th of the same: That the appropriate dispatch be sent to the Governor of Texas, keeping in view the assignment which he has made, the map which he remitted, and precedents, etc.

In continuation of the said expediente, the copy of writs and documents in regard to the subcolonization of the villa of San Fernando with fifteen families of the Canary Islands, assignments of building sites, commons, arable lands, foundation of municipal estates, etc., by the captain of the Presidio of San Antonio de Bejar, Don Juan Antonio Perez de Alamazan, following a despatch of the Marques de Casafuerte, of November 28, 1730. The despatch above mentioned orders the Governor to survey, as soon as the families arrive, the tract which is on the west side of the Presidio, on which is a slight elevation which has a tableland capable of receiving a settlement, with pure air, and waters issuing from two springs in a low ridge, situated at a short distance to the northwest, of which are formed the River San Antonio on the east side, and on the west the little river called the Creek, the two uniting to the south before joining the River Medina at a distance of eight or nine leagues from their head; and in the space intervening between the one river and the other is erected the Presidio, to the east the mission of San Antonio, and to the west that of San Jose. He is likewise ordered to proceed, after surveying the tableland, to measure the land, mark out streets, etc., while the church is in process of formation—a despatch which was obeyed on March 9, 1731.

The said Governor suspended the measurement, or computation, of the lands, and in order to facilitate the sowings, he assigned lots or patches to the families, work being done up to the month of July on all the plan of the settlement and building sites, as also of the commons, in which is noted toward the northwest the River San Antonio, which serves as the division line between this settlement and of San Fernando and the missions, and especially the mission of San Antonio, which is separated from the Presidio only by the river.

Next is the measurement of the commons for the said settlement, distinguishing between the lands intended for pastures and for municipal estates, following the assignment of lands and water to the families and the respective possession, the above mentioned proceedings closing on July 18, 1731.

There follows another body of testimony upon the assignment of the said waters in 1732, which was opposed by the president of the missions, in which proceedings the judge executed a writ that account be given with these documents, to the end that he might determine whether from the River San Antonio, the creek being separated, water should be given and assigned to the new settlers of the villa of San Fernando, since if the waters of the creek and river are united the distribution cannot be made, because the arable lands of the villa are above, and the mission of San Antonio de Valero on the opposite side of the river. And by despatch of May 12, 1733, following a decree and opinion bearing thereupon, orders were given the Governor prescribing the form in which the assignment of the said waters should be made.

Finally, the report of the Conde de Revillagigedo of December 27, 1793, with regard to the missions of the province of Texas, refers, in the report bearing thereupon, to the first mission of San Antonio Valero erected in 1716, with the aid of Indians of the Sanes, Payaes and Vanos nations, by religious of the colleges of Santa Cruz of Queretaro and Guadalupe of Zacatecas, who established six missions. That of Concepcion, San Juan Capistrano and San Francisco de la Espada were transferred to the sites which they occupy, adjacent to the capital villa of the province, and the other three were extinguished in the year 1774, as was determined by Article 22 of the instructions inserted in the Royal Regulation for Presidios which was ordered promulgated under date of September 10, 1772. Afterwards the eight missions of the province of Texas, San Antonio Valero, la Concepcion, San Jose de Aguayo, San Juan Capistrano, San Francisco de la Espada, Espiritu Santo, El Rosario and El Refugio, at the end of 104 years after the discovery and occupation of that province, almost depopulated, the five missions established upon the slopes of the River of San Antonio de Bejar having been opulent. They still conserve their buildings and the ancient riches of their temples, but the value of their fields has sunk rapidly to the lowest point on account of the assaults of the Indians, the number of the missions being reduced to four through the secularization of that of San Antonio Valero.

The consolidation of all the establishments of Texas, in their capital villa of San Fernando having been proposed by the Caballero de Croix in the year 1781, Don Domingo Cabello, former Governor of Texas, volunteered to effect the indicated consolidation, proposing that the Presidio of La Bahia del Espiritu Santo, and

the two missions, San Juan Capistrano and San Francisco de Espada be destroyed, that the mission of San Antonio de Valero be the center of the new capital, and that the mission of San Jose remain in its site; which was not carried into effect, etc.

In a special narrative of each one of the jurisdictions of the province of Texas, or New Philippines, and the nations of Indians who inhabit them, of September 23, 13, 1778, there is a statement regarding the first jurisdiction, which is that of the Presidio of San Antonio de Bexar, under whose protection was founded without boundary or limits the villa of San Fernando in the year 1730, the Marques de Casafuerte being viceroy. That the said villa, as also the missions of San Antonio Valero, La Purisima Concepcion, San Jose de Aguayo, San Juan Capistrano and San Francisco de Espada are situated near and on the banks of the River San Antonio, which is full-flooded and its waters very wholesome and easily drawn into the lands upon which are established the villas and missions.

THE CENTER OF OPERATIONS.

The Handbook of American Indians, issued by the Bureau of American Ethnology, gives the following interesting account of the establishment of the Alamo and of its use as the center of operations of the monks between the Rio Grande and East Texas:

HISTORICAL SKETCH OF MISSION SAN ANTONIO DE VALERO ("ALAMO").

A mission, commonly known as the Alamo (Ah'-lah-mo), transplanted in 1718 from the Rio Grande to the site of the present city of San Antonio, Texas. It, together with the adjacent presidio and villa, was founded as an intermediate center of operations between the Rio Grande and the East Texas missions, which had been re-established in 1716. The missionary part of the enterprise was planned and directed by Fray Antonio de San Buenaventura de Olivares. In 1700 he had founded San Francisco Solano mission, near the Rio Grande, in Valle de la Circumcision (Portillo, Apuntes para la Historia Antigua de Coahuila y Texas, 269-270, 1888). It was subsequently moved to San Ildefonso, thence to San Joseph, on the Rio Grande a short distance from Presidio del Rio Grande (Valero Bautismos, folio 1). The principal tribe baptized at these places was the Xarame, although the Siaguan, Paynguan, Papanac and perhaps others were represented. By 1716, 364 baptisms had been performed (Valero Bautismos). In this year, when the government was planning a settlement between the Rio Grande and East Texas, Olivares proposed transplanting this mission, with its Indians, to the river then called San Antonio de Padua, maintaining that his Xarames, since they were well versed in agriculture, would assist in teaching and subduing new neophytes (Olivares to the viceroy, Mem. de Nueva Espana, 169-170, M. S.). This plan was carried out in 1718, possession of the new site being formally given on May 1. The transfer was no doubt facilitated by the close affinity of the tribes at the new site with those at the old. The mission was founded near the east frontier of the Coahuiltecan group. The tribes or bands near by were extremely numerous and in general correspondingly small. One of the chief ones was the Payaya.

This was not the first time they had heard the gospel, for in 1691 Massanet had entered their village on San Antonio river (which they had called Yanaguana), set up a cross, erected an altar in a chapel of boughs, said mass in the presence of the natives, explained its meaning, and distributed rosaries, besides giving the Payaya chief a horse. This tribe, Massanet said, was large, and their rancherias deserved the name of pueblo (Diario, Mem. de Nueva Espana, XXVII, 95-96, M. S.).

Within about a year the mission, now called San Antonio Valero, was removed across the river, evidently to the site it still occupies (Espinosa, Chronica Apostolica, 450, 1746). From the records it seems that only one baptism was performed in 1718. In 1719 there were twenty-four, mainly of Xarames and Payayas, but representing also the Cluetau, Junced (Juncal?) Pamaya, Siaguan, Sijame, Sumi and Terocodame tribes. The first decade resulted in about 250 baptisms, representing some forty so-called tribes. By February, 1740, there had been 837 baptisms. Shortly before this an epidemic had gone through all the San Antonio missions, and left at Valero only 184 neophytes; but immediately afterward (1739-40) seventy-seven Tacamanes (Tacames?) were brought in (Mem. de Nueva Espana, XXVIII, 203-204, M. S.). A report made December 17, 1744, the first stone of a new church was laid, but in 1762 it was being rebuilt, a work that seems never to have been completed (Diego Martim Garcia, 1745, op. cit., and Ynforme de Missions, 1762, Mem. de Nueva Espana, XXVIII, 164, M. S.). According to a report made in 1762, the books showed 1972 baptisms (evidently an exaggeration), 247 burials, and 454 marriages. There were then 275 persons, of the Xarme, Payaya, Sana, Lipan (captives mainly), Coco, Tojo (Tou) and

Karankawa tribes. Of this number thirty-two were gentiles of the last named tribe, whose reduction was then being attempted notwithstanding the opposition of the Zacatecan missions (see Nuestra Senora del Rosario). The same report, besides describing the monastery workshops, church chapel and ranch, says of the Indian quarters:

"There are seven rows of houses for dwellings of the Indians; they are made of stone and supplied with doors and windows; they are furnished with high beds, chests, metates, pots, flat earthen pans, kettles, cauldrons and boilers. With their arched porticoes the houses form a broad and beautiful plaza, through which runs a canal skirted by willows and fruit trees, and used by the Indians. To insure a supply of water in case of blockade by the enemy a curbed well has been made. For the defense of the settlement, the plaza is surrounded by a wall. Over the gate is a large tower, within its embrasures three cannons, some firearms and appropriate supplies." (Trans. by E. Z. Rather, in Bolton and Barker, With the Makers of Texas, 64-65, 1904.) For a description of the massive walls, see Bancroft, No. Mex. States II, 207-08, 1889.

After 1765 the activity of this mission suddenly declined, even more rapidly than that of the neighboring missions. This decline was contemporaneous, on the one hand, with the lessening of political activity in Texas after the acquisition of Louisiana by the Spaniards, and, on the other hand, with a growing hostility of the northern tribes. It seems also true that the docile tribes, on which the mission had largely depended, were becoming exhausted. Moreover, the growing villa of San Fernando encroached upon the mission lands and injurious quarrels resulted. From 1764 to 1783 only 102 baptisms were recorded for Valero, while a number of these were of Spaniards. In 1775 Inspector Oconor reported fewer than fifteen families there (quoted by Portillo, op. cit., 297-98). In 1793 there were still forty-three Payaya, Sana and others, evidently survivors of families brought there long before. (Revilla Gigedo, Carta, December 27, 1793, MS.)

In 1793 this mission was secularized, and the lands were divided among the neophytes and some of the citizens (not Indians) who abandoned Adaes in 1773. The walled inclosure and the buildings were later occupied by the company del Alamo de Parras, whence the name Alamo (Revillo Gigedo, op. cit.; Portillo, op. cit, 353-54), and in 1836 they became the scene of one of the most heroic events in all history—the famed resistance and annihilation of Travis and his men, March 6, 1836. The chapel is now the property of the State of Texas.

The baptismal records show the surprising number of about one hundred apparently distinct tribes or sub-tribes represented at this mission during its whole career after the removal to San Antonio. These are Apache, Aion, Caguas, Camai, Cantuna (Cantanual), Cems (Quems), Chaguantapam, Chapamaco, Chuapas, Cimataguo, Cluetan, Coco, Cocomeioje (Coco), Colorado, Comanche, Cupdan, Exet, Gailan, Guerjuatida, Huacacasa Hyerbipiamo, Jancae (Tonkawa?), Juamaca (Juampa?), Junced, Karankawa, Lipan, Macocoma (Cocoma), Manos Colorados, Manos Prietas, Maquems, Matucar, Mayeye, Menequen, Merhuan, Mescales, Mesquites, Mulato, Muruam, Natao, Ncepacha (Apache?), Nigco, Ocana, Pachaquen (cf. Pacuaches), Pachaug, Paguanan, Pamaya, Papanac (Panac), Paquache, Pasqual, Pastaloca, Pataguo, Patan, Patauium, Patou, Patzau Pausaqui, Pausay, Payaya, Payuguan (Payuhuan), Peana, Piniquu, Pita Pasaupsau, Quesal, Quimso (Quems), Secmoco, Sencase, Siaban, Siaguan Siaguasan Siansi, Sijame, Sinieu, Sineizo (Senisos, Cenizos), Sulujame, Sumi, Tacames (Tacameans), Tenu, Terocudame, Tetzino, Texa (Hainai?), Ticmamar, Tshim, Tonkawa, Tonsaumacagua, Tucana, Tuu, Ujuiap (Aujuiap), Uracha, Xarame, Xaraname (Araname), Yacdossa, Yman, Yojuan, Yorica, Yuta (Yute), Zoiquan.

Note.—Brown, Hist. of Texas, vol. 1, p. 417-421.

TRUSTWORTHY INFORMATION.

The following letter from Hon. W. O. Murray, now and for a long time a member of the State Senate, and before his membership in the Senate, a member of the House of Representatives, is of importance, because it shows how the negotiations for the sale of the part of the Alamo owned by Mr. Schmeltzer and his associates began:

AUSTIN, TEXAS, February 19, 1913.

Governor O. B. Colquitt, Austin, Texas.

DEAR GOVERNOR: Knowing that you have devoted a great deal of time gathering data, both modern and ancient, with reference to the history of the Alamo and its purchase by the State of Texas, it occurs to me that I might be able to give you a little inside information with reference to the sale of the property from Hugo & Schmeltzer to the State.

In the early spring of 1899 or 1900—I am not positive as to the date—I was in the office of Hugo & Schmeltzer, engaged in a business transaction between the firm and myself. It was about 1 o'clock p. m. I was in Mr. Schmeltzer's private room when one of the office men opened the door and told Mr. Schmeltzer that Mr. ..... had been in the office in the morning and had requested him to tell Mr. Schmeltzer "that he would give him $85,000 for that property." The old man arose from his seat and motioned his hand to the young man, saying, "Tell him it is not on the market, not on the market, and that I do not care to see him."

He turned to me and asked me if I could spare the time to talk with him a while. I replied that I could. He began to talk to me about the early history of Texas, but we were interrupted every few minutes by someone opening the door and addressing him with reference to some business matter. He finally remarked, "We can not talk here; come with me to some quiet place where we can talk." We went across the plaza and into a back room of Kalteyer's drug store, or that vicinity, I think.

The old man rehearsed his early life, telling me of his boyhood days and of how he earned his first dollar, giving biographical sketches of many of the old Texans and of the early history of the State.

He also fought again the battles of the Confederacy and seemed to be an unreconstructed rebel. I suppose we began this conversation about 2 o'clock p. m., and about sundown he asked me what could he do with the Alamo property; if there was not some way by which the State of Texas could be induced to take it and guarantee the proper care and preservation of the Alamo?

I concluded from all he had said that he contemplated, or rather was anxious to make the State a present of the property. I told him that I could only speak "extempo," as it was a matter I had not given much thought to, but that in my judgment, people as a rule did not think much of anything unless they paid for it; that the Alamo was a shrine at which all Texans would be glad to bow; that it ought not to be preserved to posterity by charity or the donation of a private individual, hence my advice would be to arouse public sentiment first, educating the people to the point that they would be willing to purchase and preserve the Alamo.

He replied: "I am very old; I can not live but a short time, and what I do I must do quickly; if I leave the matter open until such time as the people may become interested in same, I will have passed to my reward beyond, and besides," he remarked, "I have never been in the public eye of the people of Texas and do not believe they would pay any attention to my suggestions."

I told him he would not be expected to do the work necessary to call the matter to the attention of the people of Texas; that he could find someone else who would gladly do it. He asked me who. I told him of Mrs. Looscan of Houston, who is known to be a very patriotic woman and a sister of my most

intimate and personal friend, and that I was sure she would be willing to undertake the work in Houston, and that I felt constrained to think that Miss Adina De Zavalla would be glad to take up the work in San Antonio.

We discussed this plan at length, he arguing that an effort of that kind was too uncertain; that he was too old to expect to live to see a consummation of this plan. I then told him not to wait; that it was not necessary to wait; that if the ladies would undertake the work that he could give them a contract of sale which would provide for consummating the sale even though he should die in the meanwhile.

After mature reflection this seemed to please him, and he told me he was going to act upon my advice. He then asked me what he ought to ask for the property. I told him that he ought to place as near the real value upon same as possible. I asked him what he thought it was worth by comparison to other property adjacent. After thinking a while he said he thought about $75,000. He said: "You heard the offer I had this evening of $85,000, and I am almost certain that I could sell the property in twenty-four hours for $100,000."

I then suggested that he place his price at $100,000 and head the subscription to the purchase with $25,000. This seemed to please the old man very much, and he thanked me kindly for so patiently listening to him and for the advice I offered, and remarked: "I think this is all right; I think I shall do it right away."

It was but a short time after this conversation when I saw in the newspapers that he had contracted with Miss De Zavalla to sell her the property.

Very truly yours,

W. O. MURRAY.

A CONFERENCE IS CALLED.

Some people have made an especial effort to create the impression that they have not been given a hearing and fair chance to make good their stewardship. But the following account of a meeting called by the Governor, of those interested in the Alamo, at the St. Anthony Hotel in San Antonio on December 28, 1911, is given to show the contrary of such contention. The statement is a fairly good and accurate account of the meeting:

BY TOM FINTY, JR.

Three-quarters of a century ago the great tragedy of the Alamo was enacted. To commemorate the deathless valor of the men who gave up their lives in that fortress, fighting for the liberty and independence of Texas, the State purchased the Alamo chapel, and later, some seven years ago, purchased a tract adjoining the chapel, upon which stood and yet stands what has been known as the Hugo & Schmeltzer building. At the time of the purchase, plans were on foot to build a modern hotel upon the site. The Daughters of the Republic of Texas, holding the ground at least to be a part of the original Alamo tract, and therefore sacred, endeavored to raise money to acquire it. They raised $20,000. Miss Clara Driscoll advanced the remaining $65,000 at a critical time. Then the Daughters went before the Legislature, with the result already stated. In authorizing the purchase, the Legislature made the Daughters of the Republic custodians of the property, subject to the approval of the Governor.

That provision of the act has proven to be a grievous error. Out of it has grown a dispute within the ranks of the Daughters concerning what shall be done with the property, a dispute which can only be regarded as tragic by those who love Texas and who know of the personal worth of the disputants, all descendants of the men who gave Texas independence. It is a pity, a tragedy, that the women who worked so nobly in unison to preserve the property should now be divided by a schism of long standing and intensity. The settlement of the future of the property is scarcely more important than is the restoration of harmony within that worthy organization, the Daughters of the Republic.

Governor Assumes Control.

The men folk of Texas have long felt that the breach would not be healed and the organization resorted to a condition to achieve its high purposes until the property was taken out of their hands and administered by State officials or by a commission appointed by the State government.

That is practically what Governor Colquitt did at the conference which assembled in San Antonio last Thursday, upon his bidding. He gave it out flatly that he would be no party to the dispute between the Daughters; that he regarded both the chapel and the Hugo & Schmeltzer building as parts of the Alamo; that he desired information showing what was the condition of these buildings before the battle; announced his purpose to restore the buildings to such condition, and declared with emphasis that he meant to assume the entire responsibility.

Sort of Peace Conference.

The dispute between the Daughters of the Republic, therefore, becomes futile, and the Governor's meeting may be regarded as in the nature of a peace conference. It was managed with an adroitness which somewhat reminds one of the smoothness of Solomon in deciding the dispute between two women for the possession of a child, the maternity of which was asserted by both. Only, of course, Governor Colquitt couldn't offer to divide the Alamo and give half to each of the factions. What he did make plain was that the Alamo was the common heritage of Texas, not peculiarly the property of the Daughters of the Republic, and that

he as the representative of all of the people of Texas desired information from the Daughters and all other persons competent to give it, and then purposed acting, not for either faction nor for both, but for the State of Texas.

Moreover, step by step, he brushed away such immaterial issues as to whether or not the property had been devoted to commercial purposes, and got his audience down to the one material issue, which is: How much of the existing buildings was there at the time of the battle?

The Governor intends to tear away all the frame part, which it is generally agreed is modern. He will be guided in determining what shall be done with the walls and as to restoration by what shall be disclosed by the uncovering of the masonry and by excavation; by historic data, and by such reports as may be obtained from the archives of the Republic of Texas and the Federal Government at Washington.

The opinion of this writer is that the frame part of the Hugo & Schmeltzer building ought not to be torn away until the Governor is prepared to act and act quickly in the work of restoration, to whatever extent that may be determined upon. The unprotected walls would suffer some from the weather, and there is some danger that they might be intentionally demolished. There was talk in San Antonio at one time of taking a mob and destroying the "shacks" on that ground.

Daughters' Dispute Outlined.

About a year ago, the writer published two articles explaining the dispute and collateral matters. It seems in order to brief a part of that report here.

One faction of the Daughters of the Republic, led by Miss Adina De Zavala, has contended that the walls of the Hugo & Schmeltzer building are original parts of the building in which the defenders of the Alamo made their last stand, being then referred to as the barracks or fortress, and originally the convent or monastery of the Alamo mission. They assert that these walls should be preserved and the building restored.

The other faction, led by Miss Clara Driscoll, now Mrs. Hal Sevier, contends that the Hugo & Schmeltzer building is not historically sacred; that of its wall only eight feet was a part of the Alamo, and that was simply a wall inclosing the grounds of the monastery, whereas the monastery itself was further back. They would tear all of this building down, take away all the commercial part, as they term it, and leave only the jagged remains of the eight-foot wall. They would make the grounds into a park and erect upon it a monument to the heroes. They agree that the grounds are historically sacred, but they contend that the Alamo chapel is the real Alamo.

The De Zavala faction answers that historical data all identifies the so-called Hugo & Schmeltzer building as the fortress or monastery in which the heroes made their last stand; and in response to the contention that only jagged remains shall be left, they cite historic data to prove that the church itself was a ruin at the time of the battle, and ask if the restored portions of the church shall be torn away and its jagged remains left.

The Driscoll faction contends that the Hugo & Schmeltzer building was erected by the quartermaster's department of the United States army after annexation of Texas, and some suggest that Mr. Grenet, who subsequently owned the property, may have built a portion of the walls.

Governor Colquitt means to have the records ransacked to see if any such construction was done by the United States government.

Amusement Palace Project.

A project has been on foot in San Antonio for some time to erect an amusement palace on the lot immediately back of the Alamo tract. This lot fronts eighty-nine feet on Houston street and is 168 feet deep. If the so-called Hugo & Schmeltzer building shall be demolished and a park created, the aforesaid lot will have a frontage of 168 feet on said park and Alamo Plaza, and this is held out as a considerable advantage in the amusement company's prospectus. If the building shall be restored, that advantage will not accrue.

The writer still believes that the Hugo & Schmeltzer walls are a part of the original Alamo. The Daughters of the Republic, when they came to Austin with a united purpose, first convinced him of that fact. Their bill which the Legislature passed stands as mute evidence upon that point. It provides that the

property shall be "maintained in good order and repair," and shall be "remodeled and maintained." There isn't a word in it about demolition nor parking.

Benefit of Doubt.

Historical data verifies and strengthens that conclusion. Any doubt should be resolved in favor of the status quo. It would be better that a stone laid there by men in commerce (is commerce necessarily a crime?) should be suffered to remain than that the mistake should be made of removing a stone that was there when the heroes died. The error in favor of the status quo would not be fatal; the error against it would be beyond repair. It is well to remember, too, that Travis and his men did some restoring and building before the battle. The Alamo at that time was by no means entirely of Franciscan construction.

Moreover and lastly, the writer believes that in no event should the buildings be torn away before the Legislature has had a chance to enact a law protecting the site from undesirable occupancy of abutting premises. The writer does not object to people drinking beer if they feel so disposed, but does insist that the State ought not maintain a park as the front yard of an institution where beer is sold or in which dancing and other amusements are conducted.

Further than this the writer will not obtrude personal views. The remainder of this article will be devoted to a somewhat detailed report of the Governor's peace conference.

Participants in Conference.

Present at the conference were Mrs. W. P. Anderson of Amarillo and Mrs. Hal Sevier of New York City, nee Miss Clara Driscoll of Texas, and the following residents of San Antonio: Gustav Schramm, Mrs. E. W. King, Charles T. Boelhowse, Miss Eleanor Wilson, Mrs. F. R. Dunlap, Mrs. E. O. Spencer, Mrs. L. J. Northrup, Mrs. M. J. Keeran, Miss Marguerite Coleman, Mrs. T. A. Coleman, Mr. and Mrs. Pompeo Coppini, Miss Anne Brown, Mrs. D. J. Allen, F. F. Collins, Mrs. Nellie Jameson, Mrs. W. L. Bringhurst, Miss Miriam Winsor, Mrs. T. M. Winsor, A. B. Briscoe, Mrs. C. Briscoe West, Miss Adina De Zavala, Mrs. W. H. Beck, Mrs. F. W. Applewhite, Mrs. H. M. Newton, Mrs. Bettie Carnar, Mrs. Nat Mitchell, Mr. and Mrs. C. E. Channing, H. P. Drought, H. L. Page, Charles Merritt Barnes, Mrs. J. J. Stevens, Mrs. Frank Paschal, Mr. and Mrs. E. P. Jersig, Hal King, Mrs. Susan Roach, Mrs. O. M. Farnsworth, Miss Mary Elliott Howard and Mrs. Sarah Elizabeth Eager, custodian of the Alamo chapel for the Daughters of the Republic.

Governor Colquitt opened the proceedings by saying that the Legislature had appropriated $5000 to be expended under the direction of the Governor and the Superintendent of Public Buildings and Grounds for the purpose of remodeling and restoring the Alamo, and he had called the meeting for the purpose of receiving evidence tending to show the condition of the Alamo at the time the battle was fought or after the battle, and he invited submission of the same.

H. P. Drought read a communication from Mrs. Rebecca Fisher, president of the Daughters of the Republic, and the other officers and executive committee of that association, asking the Governor to sanction their plan for tearing down the Hugo & Schmeltzer building and for parking of the grounds.

Hal King informed the Governor that Miss Adina De Zavala was present to submit historical data and asked that she be heard.

Miss De Zavala said she would be glad to let the gentleman (Mr. Drought) present everything he had to say and then follow with a presentation of the "historical side."

Against Park Project.

"It might be well for me to state," said Governor Colquitt, "that I am not a party to any controversy between the descendants of those who established the independence of Texas, but am here for the purpose of learning facts. I have already declared myself upon this question. I do not believe there is any monument that can be erected on this spot of ground that can take the place of the buildings that constituted the fortifications of Travis and his men, and as long as I am Governor of the State I will not give my consent to use it as a park or for a monument to the valor of these men.

"I want information this afternoon upon which I can act, for I am going to assume all the responsibility for my action. If I can find out how this build-

ing looked when Travis lost his life, I will spend every dollar at my disposal to make it look like it looked then. I want information. Then I am going to assume the responsibility, and no power can budge me from my determination. (Applause.) I am not going to let this meeting be taken up with joint debates. I speak very plainly about it. I am going to tear down that fire trap in so far as additions have been made since the battle. I want to build a substantial stone wall along Houston street, and I want to clean out that ditch and make it look as it did at the time of the battle, and I want to put all of the commercial vandals out of the Alamo. (Applause.) I tried to do that on the first of September. If this State can not maintain the Alamo as a monument it shall not be used for commercial profit while I am Governor.

"I am not going to take part in the controversy between the Daughters of the Republic. The statute gives custody of the Alamo to the Daughters of the Republic, subject to the approval of the Governor, and as long as I am Governor, I am not going to let the proper supervision of that building pass out of my hands. I am not a Daughter of the Republic, but I am a Texan, and I am going to protect that monument. I had relatives who helped establish the Republic of Texas, and I have an interest in the Alamo. Also, while I am Governor I am going to see if we can take charge of the ground where Fannin and his men lost their lives at Goliad. (Applause.)

Governor Urges Unity.

"This is a proposition upon which we should be united. The Alamo as a park might be very pretty, but it would not be a monument." (Mr. Drought—We want to put up a monument in it.) "We can cultivate flowers elsewhere, but the flowers here would not be a monument. Therefore, we want to preserve the Alamo as a monument.

"I say this to save time; the only question I will listen to is as how we can spend this money to restore the Alamo to the condition in which it was when Travis and his men fell. We can not retain it in the form in which it was after the battle. That would be impracticable. You can not maintain the house as a ruin, but you can restore it and maintain it, and when people come here from all parts of the world you can point out the place where Santa Anna made his assault, the place where Travis fell, etc.

"I won't consent to tear down the Hugo & Schmeltzer building. (Applause.) It is a part of the Alamo. Not all of the Alamo is there now; but as long as I can exercise the authority now vested in me, I will not consent to the tearing down of the walls that were there as a part of the Alamo." (Applause.)

Republic Natives Applaud.

F. F. Collins said: "As an old Texan, I think the Governor has expressed the desire and wish of the organization known as the Natives of the Republic of Texas. That is the desire and wish of every member, with one or two possible exceptions, of the association of which I am president. I don't think there is a single man in that association but who is in favor of doing just about what the Governor has been talking about. I don't want to express my individual feelings because the Governor has cut that out, but I am willing to give $500 toward restoring the Alamo property as it stood (applause), and I believe I can make up sufficient money to restore it as it was before the battle of the Alamo. Five thousand dollars is not enough. There is no question but it can be shown historically how the Alamo looked, and there is patriotism in San Antonio to help the State restore the property."

Mrs. Sevier's Position.

Mrs. Hal Sevier had just entered, and had not heard the Governor's remarks. She asked: "Is this a proposition to restore the old mission, or what shall be done with this mercantile structure, the Hugo & Schmeltzer building, concerning which no one can feel any sentiment?"

Governor Colquitt repeated the substance of his remarks, saying he had committed himself against tearing down any part of the Hugo & Schmeltzer building that represents walls of the Alamo, and that he believed it was a part of the Alamo proper.

"I don't think any of us who are patriots should be misunderstood," said Mrs. Sevier. "I have never sanctioned touching one of the original stones; but I don't think the Alamo should be disgraced by this whisky house, which obscures the most remarkable relic of the world."

"I agree entirely with that sentiment," Governor Colquitt replied. "The fact that these walls have been used for commercial purposes is not the fault of the present Executive; the fact that they were used for a whisky house is not his fault. But the fact that they were used for such purposes is not a good reason why the walls used by Travis and his men in the defense of Texas should be demolished. The walls which were then standing, we want to preserve."

Mrs. Sevier—So do we, Governor.

Governor Colquitt repeated that it was his purpose to restore the building to the condition it was in at the time of the battle.

Mrs. Sevier—You don't mean to restore it as it was built by the Franciscan fathers before the battle?

The Governor—I am not going back of 1836. I want to restore it as it was before Travis defended it, and will do so if it takes $50,000, and I can get the money. If you have information as to how it looked then, I would like to have it. If not, this meeting will be adjourned.

Kinsman of Jemison.

Charles Merritt Barnes said that his kinsman, Green B. Jemison, who was killed in the battle of the Alamo, planned the defense of the Alamo, and that there was present a lady who had a letter written by Jemison shortly before the battle, describing the Alamo. He further said he was glad to hear the lady who started the movement for the preservation of the Alamo (Mrs. Sevier) say she was in unison with the idea of preserving it. He further delivered a message from his aunt, Seramus Jemison of Marshall, a cousin of Green B. Jemison, saying she hoped the Governor would restore both the chapel and the convent as monuments to the heroes who fell there. He further said that one of the Maverick family was willing, if the buildings should be restored, to donate one of the original Alamo cannon, which is in his possession, to be placed upon the building. Mr. Barnes presented to Governor Colquitt a copy of his recently published book, "Combats and Conquests of Immortal Heroes," which contains an account of the battle of the Alamo, historic data as to the fortress and an argument in favor of restoring the buildings. Mr. Barnes devoted much of his time during thirty years to gathering the data and writing the book.

Miss De Zavala Submits Data.

Miss De Zavala was then heard. She submitted a number of histories of Texas. They all tell the same tale, she said. All the plats, maps and descriptive matters show that the walls now standing, and known as the Hugo & Schmeltzer building, the convent or the monastery, are the original walls of the fortress. She read from Yoakum's History of Texas, published in 1856, wherein it is stated that this building was a two-story stone building; that the Texans retreated into that building; that the chapel was a ruin at the time of the battle. It was impossible, she observed, that the battle could have been fought in the chapel. She further read from Yoakum his statement that before him was a letter from Green B. Jemison with a plat and description of the Alamo just before the battle.

Miss De Zavala said that she had this letter and plat, heretofore unpublished, with her, and she proceeded to read the former. The letter was directed to General Houston; refers to the plat; describes the condition of the buildings. Among other things it says: "The church of San Antonio is in the Alamo and adjoins the fortress." Miss De Zavala directed attention to the fact that the fortress as shown by Jemison corresponds with the so-called Hugo & Schmeltzer building. She also directed attention to Jemison's recommendation that the adobe quarters for the men be torn down and that houses of stone be erected, it being said that "there is plenty of stone in the old ruins of the church San Antonio."

The Governor—He describes the church as a ruin. If that were true, why was it necessary for Santa Anna's men to knock a hole in the walls to get into it?

Miss De Zavala said they did not. There were guns on the chapel, however. Some of the historians say the Mexicans came over the west wall; others say over

the south wall. It made little difference, she said. The undisputed historic fact is that the Texans retreated into the long building and made their last stand. She referred to the story of Mrs. Dickinson and others, and said she thought she had proved that the existing building was there in 1836. However, she had a map of the United States government and much other data.

Governor Colquitt asked her to send this to him at Austin.

"Will Preserve Both."

"I think," said Gustav Schramm, "the question is what constitutes the Alamo."

The Governor—No; don't waste ony time on that. The chapel and the Hugo & Schmeltzer building are both the Alamo.

Mr. Schramm—That is correct. I think the question is which shall we preserve.

The Governor—We are going to preserve both.

Mr. Schramm—If that is the case I don't think it is necessary for me to say anything.

The Governor—It is of no use to ask me to tear down either one; I would use the militia, and the rangers, too, if necessary, to prevent it. Neither the chapel nor the Hugo & Schmeltzer building shall be destroyed. My reading of Texas history teaches me that they are both sacred.

Mr. Schramm declared that history showed the so-called Hugo & Schmeltzer building was standing at the time of the battle of the Alamo; it was not built by the United States army, but was in existence when Texas was annexed, and there were living witnesses who had seen the patches made by the United States army.

"Believe in One Alamo."

Mrs. Sarah Elizabeth Eager, custodian of the Alamo chapel for the Daughters of the Republic, said that her father came to San Antonio in 1839. She had been brought up to believe there was but one Alamo, "and that the one I am in today." She said the outer wall of the Hugo & Schmeltzer building was originally only eight feet high, and was put up as a fence, to protect the monastery.

The Governor—Do you think that wall ought to be torn down?

Mrs. Eager—I have no sentiment in the matter. I think the ground all around is sacred. If the Governor wants to leave that wall there I do not object. I have no love for the old eyesore. If a widow owned it, they would have compelled her to move it long ago.

The monastery, she declared, was on the other side of this wall. Several priests whom she had interrogated, she said, had told her she was right; that a monastery was never put in front of a church.

Governor Colquitt said he thought none of these arguments had any bearing whatever. If citizens let the building get into private use, it did not militate against restoration. "If it is a part of the Alamo we want to preserve it," he repeated.

Mrs. Eager—If that is true, we owe a debt of gratitude to Miss Clara Driscoll.

The Governor—I think so too.

Governor Congratulated.

At this juncture an elderly lady, Mrs. E. W. King, came forward and, grasping the Governor's hand, excitedly said: "Governor, I want to congratulate you. That is certainly a part of the Alamo. I wish I could talk about it, but I am too nervous." (Applause.)

Governor Colquitt welcomed her to a seat beside him.

Referring to the clause in the marriage ceremony, "Speak now, or forever after hold your peace," he declared that he wanted the necessary information to be presented at this time and not later, adding that when he had made up his mind he was about as stubborn as was Travis. He repeated what he had formerly said about tearing down the frame structures, and added that when that was done, architectural evidence as to the original walls might be disclosed.

"If anybody objects to this plan, I would like to hear the reasons. (Applause.) As there is no objection, it is understood that that part is unanimously agreed to. (Applause.) I take it that the wall that is there now is of the kind that was all around the Alamo. I have an idea, too, that the ditch is a part of the Alamo and we are going to move that fence on the opposite side of the ditch, unless

somebody stops us. (General applause.) We are going to claim all to the other side of the ditch as a part of the Alamo."

To Restore Monastery.

Mrs. Sevier—Is there anything in contemplation about restoring the roof of the chapel?

The Governor—Yes, the roofs of the monastery and the chapel both just as they were.

Mrs. Eager—You will have to build up a monastery, then, back there.

The Governor—It doesn't cut any figure whether Travis and his men were in the monastery or not; it was a part of the Alamo and we are going to rebuild it.

Mrs. King here took a part in the debate, saying the things which she had theretofore wanted to say.

"Why rebuild it?" she exclaimed. "Why rebuild it, when it is there now just as it has stood for many years? It has been there while I can remember. I am 77 years old today. My parents came to San Antonio when I was 9 years old. Many a time I have scaled the walls. This building was a two-story building then."

The Governor—Has anybody got any better evidence than that?

Mrs. Susan Roach said that she could not testify so far back, but her mother had lived within five blocks of the Alamo as early as 1827 and she never spoke of the walls as being two-story. She said that people differed in their recollection of buildings, just as they differ in their recollection of fights.

Governor Colquitt asked if it would be conceded that if the walls were built up by the United States government there would be some evidence of that fact in the archives of the Republic at Austin or of the government at Washington. He asked if anybody objected to that kind of evidence. None was heard, and the Governor declared it to be conceded that such evidence would be good.

What's the Difference?

Mrs. Roach—My mother never believed it was used as a convent.

The Governor—What difference does that make?

Mrs. O. M. Farnsworth—It was only a wall.

The Governor—What is the objection to it as a wall without a roof?

Mrs. Sevier—There is no objection to its standing as a wall, but why build a Franciscan monastery where there was none?

The Governor—If anybody has evidence that it was an eight-foot wall and not a building, let us have proof of it. It is asserted on the one hand that the outer wall of the Hugo & Schmeltzer building was two stories and was part of the monastery. On the other hand, it is contended that it was an eight-foot wall to protect the monastery which was in the rear. Now, is there any objection to having that eight-foot wall stand as a part of the Alamo?

Mrs. Roach—We want it to stand as it was after the battle; they left it jagged and torn.

The Governor—You want the scars of the cannon balls to remain? How will you maintain ruins in that condition?

Mrs. Farnsworth—In Europe they maintain them by training ivy and vines over them.

The Governor—Suppose we adopt that plan; who will tell us where the holes were?

Mrs. Farnsworth—We can't do that, but architects can tell the old masonry from the new.

Mr. Collins—The building should be restored as it was before the battle—not afterward.

Best Kind of Monument.

The Governor—It has occurred to me that if we could ascertain the condition of the building as it was before Santa Anna assaulted it, restore it to that condition and then mark the spot where Travis fell, etc., it would be best. But I apprehend it would be very difficult to put it in the condition it was after the battle and maintain it.

Mrs. Eager renewed the suggestion that the building be torn down and a monument erected in the park.

"There is a monument in Austin to the heroes of the Alamo, but we have none here," she said.

The Governor—Texas could build a monument 7000 feet high, and it wouldn't commemorate their deeds like these buildings. (Applause.)

Mrs. Eager—But not a building that was a whisky house.

The Governor—Its use does not detract from the sacred character of the monument. We don't want to designate it as Hugo Schmeltzer's whisky house or grocery any more.

"Don't Call It Whisky House.

Mrs. King—Don't refer to it as the Hugo & Schmeltzer whisky shop any more. It hurts me! It hurts me! We can't help it.

The Governor—Now, I think we all understand each other, and I have gained about as much information as I had when I came. If there is anybody who knows more about the Alamo than I do, come up here and let us have the information. Now I want you to go with me to the Alamo. I am going to point out what I intend to tear down. You might talk to me a thousand years and you couldn't change my opinion about tearing those parts down.

Upon motion of Mr. Collins a resolution was passed thanking Governor Colquitt for the fair manner in which he had conducted the investigation.

Thereupon the meeting was adjourned, and the party went with Governor Colquitt to the Alamo. The inspection was confined to the tract bought from Hugo & Schmeltzer some six years ago. At the front of this, facing Alama Plaza, is what is known as the Hugo & Schmeltzer store or warehouse. The front and the two ends of this are of heavy masonry, about four feet thick, two stories, or about eighteen feet in height. Above this masonry the walls are continued in wood for some three feet. The back wall of the storehouse is of wood, as is the roof and the floors. All of this woodwork the Governor intends to tear away.

One faction contends that these stone walls are, except for some repairs, as they were originally; that they were a part of the monastery, two stories in height, and that evidences of the rear wall of the monastery may be found by excavation.

The other faction contends that these walls were but eight feet in height, and constituted but a fence around the monastery, which they claim was further back. They declare that when the woodwork is torn away and the plaster removed from the walls it will be disclosed that the masonry above the eight-foot line was of a later period. Architects, they say, can determine the difference, as they have done in the ruins of Babylon and Nineveh.

The first mentioned faction deny that the judgment of the architects would be unerring or that it would constitute evidence to overcome the historical data, and they point to the fact that the masonry above the eight-foot line is so massive as to preclude the idea that it is recent and build for commercial purposes.

Back of the Hugo & Schmeltzer building there is another long wall, to which have been tied a bunch of frame sheds of modern construction, which have been used as a livery stable, blacksmith shop, etc. This wall is of stone, some fourteen feet in height.

One of the men in the party declared that it was evidently of modern construction, as the arch in the central doorway is of brick.

"Evidently the old arch was torn away, and they built a new one of brick at a later period," said Governor Colquitt.

The stone above the other doorway is supported by wooden beams, seemingly of live oak. One lady remarked that this wall evidently was recent, as "they had no stone quarries when the mission was built." She did not explain upon what authority she made this statement.

All of these frame sheds are also to come down. It is Governor Colquitt's idea to award the contract for this wrecking to a San Antonio man who offered to do the work for the salvage and to pay the State $200 as a bonus.

The Bishop of San Antonio has promised Governor Colquitt that he will have an examination made for all of the records of the church pertaining to the Alamo, and will furnish him a translation of the same.

PART THREE.

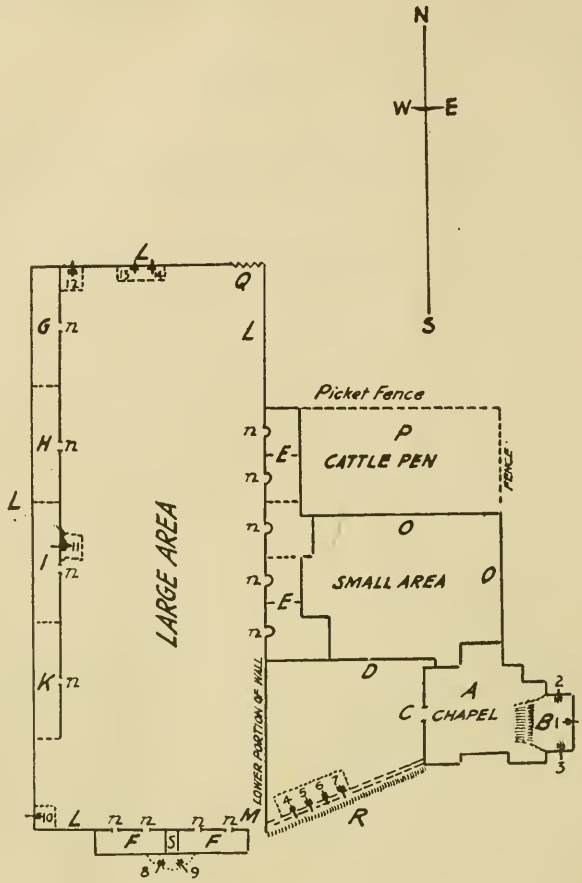
THRILLING STORY OF THE SIEGE AND FALL OF THE ALAMO.

"The Fall of the Alamo" was the title of an historic article by Captain R. M. Potter of the United States Army, published in the "Magazine of American History" in 1878. The article is reproduced below in full:

"THE FALL OF THE ALAMO."

The fall of the Alamo, and the massacre of its garrison, which in 1836 opened the campaign of Santa Ana in Texas, caused a profound sensation throughout the United States, and is still remembered with deep feeling by all who take an interest in the history of that section, yet the details of the final assault have never been fully and correctly narrated, and will exaggerations have taken their place in popular legend. The reason will be obvious when it is remembered that not a single combatant of the last struggle from within the fort survived to tell the tale, while the official reports of the enemy were neither circumstantial nor reliable. When horror is intensified by mystery, the sure product is romance. A trustworthy account of the assault could be compiled only by comparing and combining the verbal narratives of such of the assailants as could be relied on for veracity, and adding to this such lights as might be gathered from military documents of that period, from credible local information, and from any source more to be trusted than rumor. As I was a resident at Matamoros when the event occurred, and for several months after the invading army retreated thither, and afterwards resided near the scene of action, I had opportunities for obtaining the kind of information referred to better perhaps than have been possessed by any person now living outside of Mexico. I was often urged to publish what I had gathered on the subject, as thereby an interesting passage of history might be preserved. I consequently gave to the San Antonio *Herald* in 1860 an imperfect outline of what is contained in this article, and the communication was soon after printed in pamphlet form. Subsequently to its appearance, however, I obtained many additional and interesting details, mostly from Colonel Juan N. Seguin of San Antonio, who had been an officer of the garrison up to within six days of the assault. His death, of which I have since heard, no doubt took away the last of those who were soldiers of the Alamo when it was first invested. I now offer these sheets as a revision and enlargement of my article of 1860.

Before beginning the narrative, however, I must describe the Alamo and its surroundings as they existed in the spring of 1836. San Antonio, then a town of about 7,000 inhabitants, had a Mexican population, a minority of which was well affected to the cause of Texas, while the rest were inclined to make the easiest terms they could with whichever side might be for the time being dominant. The San Antonio River, which, properly speaking, is a large rivulet, divided the town from the Alamo, the former on the west side and the latter on the east. The Alamo village, a small suburb of San Antonio, was south of the fort, or Mission, as it was originally called, which bore the same name. The latter was an old fabric, built during the first settlement of the vicinity by the Spaniards, and having been originally designed as a place of safety for the colonists and their property in case of indian hostility, with room sufficient for that purpose, it had neither the strength, compactness nor dominant points which ought to belong to a regular fortification. The front of the Alamo Chapel bears date of 1757, but the other works must have been built earlier. As the whole area contained between two and three acres, a thousand men would have barely sufficed to man its defenses; and before a regular siege train they would soon have crumpled. Yoakum, in his history of Texas, is not only astray in his



This is the ground floor plan of the Alamo buildings as drawn by Captain Potter. At the time of the Massacre of the Alamo Captain Potter was stationed at Matamoras, Mexico. He visited the Alamo in 1841. The foundation of the walls around the "small area" were traced last year and located; so were the inside walls of the long building and we were busy restoring these when the suit of injunction was filed.

details of the assault, but mistaken about the measurement of the place. Had the works covered no more ground than he represents, the result of the assault might have been different.

From recollection of the locality, as I viewed it in 1841, I could in 1860 trace the extent of the outer walls, which had been demolished about thirteen years before the latter period. The dimensions here given are taken from actual measurement then made, and the accompanying diagram gives correct outlines, though without aiming at close exactitude of scale. The figure *A* in the diagram represents the chapel of the fort, 75 feet long, 62 wide and 22½ high, with walls of solid masonry, four feet thick. It was originally of but one story, and if it then had any windows below, they were probably walled up when the place was prepared for defense. *B* locates a platform in the east end of the chapel; *C* designates its door, and *D* marks a wall, 50 feet long and about 12 high, connecting the chapel with the long barrack, *E E*. The latter was a stone house of two stories, 186 feet long, 18 wide and 18 high. *F F* is a low, one-story stone barrack, 114 feet long and 17 wide, having in the center a *porte cochere*, *S*, which passed through it under the roof. The walls of these two houses were about thirty inches thick and they had flat terrace roofs of beams and plank, covered with a thick coat of cement. *G H I K* were flat-roofed stone-walled rooms built against the inside of the west barrier. *L L L L L* denote barrier walls, inclosing an area of 154 yards long and 54 wide, with the long barrack on the east and the low barrack on the south of it. These walls were 2¾ feet thick, and from 9 to 12 high, except the strip which fronted the chapel, that being only four feet in height. This low piece of wall was covered by an oblique intrenchment, marked *R*, and yet to be described, which ran from the southwest angle of the chapel to the east end of the low barrack. *M* marks the place of a palisade gate at the west end of the intrenchment. The small letters (*a*) locate the doors of the several rooms which opened upon the large area. Most of those doors had within a semi-circular parapet for the use of marksmen, composed of a double curtain of hides, upheld by stakes and filled in with rammed earth. Some of the rooms were also loopholed. *O O* mark barrier walls, from 5 to 6 feet high and 2¾ thick, which enclosed a smaller area north of the chapel and east of the long barrack. *P* designates a cattle yard east of the barrack and south of the small area; it was inclosed by a picket fence. *Q* shows the locality of a battered breach in the north wall.

The above described fort, if it merited that name was, when the siege commenced, in the condition for defense in which it had been left by the Mexican General Cos, when he capitulated in the fall of 1835. The chapel, except the west end and north projection, had been unroofed, the east end being occupied by a platform of earth *B*, 12 feet high, with a slope for ascension to the west. On its level were mounted three pieces of cannon. One (1), a 12-pounder, pointed east through an embrazure roughly notched in the wall; another (2) was aimed north through a similar notch, and another (3) fired over the wall to the south. High scaffolds of wood enabled marksmen to use the top of the roofless wall as a parapet. The intrenchment (*R*) consisted of a ditch and breastwork, the latter of earth packed between two rows of palisades, the outer row being higher than the earthwork. Behind it and near the gate was a battery of four guns (4 5 6 7), all 4-pounders, pointing south. The *porte cochere* through the low barrack was covered on the outside by a lunette of stockades and earth, mounted with two guns (8 9). In the southwest angle of the large area was an 18-pounder (10), in the center of the west wall a twelve-pound carronade (11), and in the northwest corner of the same area an 8-pounder (12) and east of this, within the north wall, two more guns of the same calibre (13 14). All the guns of this area were mounted on high platforms of stockades and earth, and fired over the walls. Several barriers were covered on the outside with a ditch, except where such guard was afforded by the irrigating canal which flowed on the east and west sides of the fort, and served to fill the fosse with water.

Thus the works were mounted with fourteen guns, which agrees with Yoakum's account of their number, though Santa Ana in his report exaggerates it to twenty-one. The number, however, has little bearing on the merits of the final defense, with which cannon had very little to do. These guns were in the hands of men unskilled in their use, and owing to the construction of the works most of them had little width of range. Of the buildings above described, the chapel

and the two barracks are probably still standing. They were repaired and newly roofed during the Mexican war for the use of the U. S. Quartermaster's department.

In the winter of 1835-6 Colonel Neill of Texas was in command of San Antonio, with two companies of volunteers, among whom was a remnant of New Orleans Greys, who had taken an efficient part in the siege and capture of the town about a year before. At this time the Provisional Government of Texas, which, though in revolt, had not yet declared a final separation from Mexico, had broken into a conflicting duality. The Governor and Council repudiated each other, and each claimed the obedience which was generally not given to either. Invasion was impending, and there seemed to be little more than anarchy to meet it. During this state of affairs Lieutenant-Colonel Wm. B. Travis, who had commanded the scouting service of the late campaign, and had since been commissioned with the aforesaid rank as an officer of regular cavalry, was assigned by the Governor to relieve Colonel Neill of the command of his post. The volunteers, who cared little for either of the two governments, wished to choose their own leader, and were willing to accept Travis only as second in command. They were, therefore, clamorous that Neill should issue an order for the election of a Colonel. To get over the matter without interfering with Travis' right, he prepared an order for the election of a Lieutenant-Colonel, and was about to depart, when his men, finding out what he had done, mobbed him, and threatened his life unless he should comply with their wishes. He felt constrained to yield, and on the amended order James Bowie was unanimously elected a full Colonel. He had been for several years a resident of Texas, and had taken a prominent part in the late campaign against Cos. His election occurred early in February, 1836, about two weeks before the enemy came in sight; and Travis, who had just arrived or came soon after, found Bowie in command of the garrison, and claiming by virtue of the aforesaid election the right to command him and the re-enforcement he brought. They both had their headquarters at the Alamo, where their men were quartered, and there must have been a tacit understanding on both sides that conflict of authority should as far as possible be avoided. This, however, could not have continued many days but for the common bond of approaching peril.

Travis brought with him a company of regular recruits, enlisted for the half regiment of cavalry which the Provisional Government had intended to raise. J. N. Seguin, a native of San Antonio, who had been commissioned as the senior Captain of Travis' corps, joined him at the Alamo, and brought into the garrison the skeleton of his company, consisting of nine Mexican recruits, natives, some of the town aforesaid and others of the interior of Mexico. The aforesaid company and squad of enlisted men and the two companies of volunteers under Bowie formed the garrison of the Alamo, which then numbered from an hundred and fifty-six to an hundred and sixty. Of these the volunteers comprised considerably more than half, and over two-thirds of the whole were men who had but recently arrived in the country. Seguin and his nine recruits were all that represented the Mexican population of Texas. Of that nine seven fell in the assault, the Captain and two of his men having been sent out on duty before that crisis. David Crockett, of Tennessee, who had a few years before represented a squatter constituency in Congress, where his oratory was distinguished for hard sense and rough grammar, had joined the garrison a few weeks before, as had also J. B. Bonham, Esq., of South Carolina, who had lately come to volunteer in the cause of Texas, and was considered one of the most chivalrous and estimable of its supporters. I pair them, a rough gem and a polished jewel, because their names are among the best known of those who fell; but I am not aware that either of them had any command.

The main army of operation against Texas moved from Laredo upon San Antonio in four successive detachments. This was rendered necessary by the scarcity of pasture and water on certain portions of the route. The lower division, commanded by Brigadier-General Urrea, moved from Matamoras on Goliad by a route near the coast, and a short time after the fall of the Alamo achieved the capture and massacre of Fannin's command.

The advance from Laredo, consisting of the Dragoon Regiment of Delores and three battalions of infantry, commanded by Santa Ana in person, arrived at San Antonio on the afternoon of February 22d. No regular scouting service seems to have been kept up from the post of Bowie and Travis, owing probably to

division and weakness of authority, for though the enemy was expected, his immediate approach was not known to many of the inhabitants till the advance of his dragoons was seen descending the slope west of the San Pedro. A guard was kept in town with a sentinel on the top of the church, yet the surprise of the population was so nearly complete that one or more American residents engaged in trade fled to the Alamo, leaving their stores open. The garrison, however, received more timely notice, and the guard retired in good order to the fort. The confusion at the Alamo, which for the time being was great, did not impede a prompt show of resistance. In the evening, soon after the enemy entered the town, a shot from the 18-pounder of the fort was answered by a shell from the invaders, and this was followed by a parley, of which different accounts have been given. According to Santa Ana's official report, after the shell was thrown, a white flag was sent out by the garrison with an offer to evacuate the fort if allowed to retire unmolested and in arms, to which reply was made that no terms would be admitted short of an unconditional surrender. Seguin, however, gave me a more reliable version of the affair. He related that after the firing a parley was sounded and a white flag raised by the invaders. Travis was not inclined to respond to it, but Bowie, without consulting him, and much to his displeasure, sent a flag of truce to demand what the enemy wanted. Their General, with his usual duplicity, denied having sounded a parley or raised a flag, and informed the messenger that the garrison could be recognized only as rebels, and be allowed no other terms than a surrender at discretion. When informed of this, Travis harangued his men and administered to them an oath that they would resist to the last.

The officers obtained a supply of corn, and added to their stock of beef after the enemy entered the town. On the same day a well, which a fatigue party had been digging within the walls, struck a fine vein of water. This was fortunate, for the irrigating canal, which flowed past the foot of the wall, was shortly after cut off by the enemy. The investment had not yet commenced, nor was the firing, I think, renewed that evening, and the few citizens who had taken refuge in the fort succeeded in leaving it during the night if not earlier.

On the night of the 22d of February the enemy planted two batteries on the west side of the river, one bearing west and the other southwest from the Alamo, with a range which no houses then obstructed. They were the next day silenced by the fire of the 18-pounder of the fort, but were restored to activity on the following night. On the 24th another body of Mexican troops, a regiment of cavalry and three battalions of infantry arrived; then the fort was invested and a regular siege commenced, which, counting from that day till the morning of the 6th of March, occupied eleven days. By the 27th seven more besieging batteries were planted, most of them on the east side of the river, and bearing on the northwest, southwest and south of the fort; but there were none on the east. As that was the only direction in which the garrison would be likely to attempt retreat, Santa Ana wished to leave a temptation to such flitting, while he prepared to intercept it by forming his cavalry camp on what is now called Powder House Hill, east of the Alamo.

During the first few days occasional sallies were made by the garrison to obstruct the enemy's movements and burn houses which might cover them. The operations of the siege, which, omitting the final assault, are probably given correctly in Yoakum's History of Texas, consisted of an active but rather ineffective cannonade and bombardment, with an occasional skirmishing by day and frequent harassing alarms at night, designed to wear out the garrison with want of sleep. No assault was attempted, though it has been so asserted, till the final storming took place. The enemy had no siege train, but only light field pieces and howitzers, yet a breach was opened in the northern barrier, *Q*, near the northeast angle, and the chapel was the only building that withstood the cannonade firmly, as the balls often went clear through the walls of the others. Yet when I saw them unrepaired five years later, they seemed less battered than might have been expected.

The stern resistance which had sprung up in the demoralized band within, and the comparative unity and order which must have come with it, were ushered in by a scene which promised no such outcome. The first sight of the enemy created as much confusion with as little panic at the Alamo as might be expected among men who had known as little of discipline as they did of fear. Mr. Lewis, of

San Antonio, informed me that he took refuge for a few hours in the fort when the invaders appeared, and the disorder of the post beggared description. Bowie, with a detachment was engaged in breaking open deserted houses in the neighborhood and gathering corn, while another squad was driving cattle into the inclosure east of the long barrack. Some of the volunteers, who had sold their rifles to obtain the means of dissipation, were clamoring for guns of any kind; and the rest, though in arms, appeared to be mostly without orders or a capacity for obedience. No "army in Flanders" ever swore harder. He saw but one officer who seemed to be at his proper post and perfectly collected. This was an Irish Captain, named Ward, who though generally an inveterate drunkard, was now sober, and stood quietly by the guns of the south battery ready to use them. Yet amid the disorder of that hour no one seemed to think of flight; the first damaging shock, caused by the sight of the enemy, must have been cured by the first shell that he threw; and the threat conveyed by Santa Ana's message seems to have inspired a greater amount of discipline than those men had before been thought capable of possessing. The sobered toper who stood coolly by his guns was the first pustule which foretold a speedy inoculation of the whole mass with that qualification.

The conflict of authority between Bowie and Travis, owing probably to the caution in which neither was deficient, had luckily produced no serious collision; and it was perhaps as fortunate that, at about the second day of the siege, the rivalry was cut short by a prostrating illness of the former, when Bowie was stricken by an attack of pneumonia, which would probably have proved fatal had not its blow been anticipated by the sword. This left Travis in undisputed command.

The investment was not too rigid to admit of the successful exit of couriers by night, and one or two had been sent out, since the enemy appeared, with letters to Colonel Fannin, at Goliad, asking for aid. On the 29th of February it was resolved to send an officer, who in addition to bearing dispatches, might make his own influence and information available to accomplish the object of his mission. Captain Seguin was recommended by most of the officers, for as he was of Spanish race and language, and well acquainted with the surrounding country, it was thought he would be more likely than any one of his rank to succeed in passing the enemy's lines. Travis wished to retain him in the garrison, but at a council of war, held on the night of the 29th, he yielded to the wishes of the majority. That night Seguin and his orderly, Antonio Cruz Oroche, prepared for the sally. Another of his Mexican recruits, named Alexandro de la Garza, had already been sent as a courier to the Provisional Government. Having no horse or equipments for himself, the Captain requested and obtained those of Bowie, who was already so ill that he hardly recognized the borrower. To him and the rest Seguin bade what proved to be a last adieu, and sallying from the postern on the northern side, took the high road to the east. As might be expected the rank and file had begun to look with jealousy on any departure from within, though of but one or two; and when Seguin produced the order which was to pass him and his orderly out, the sentinel at the postern began a rude comment; but a few words from the Captain, intimating that his errand was one which might bring safety, at once soothed the rough soldier, who bade him God speed.

The road which the two horsemen took passed near the cavalry camp of the enemy, and where it crossed their lines was stationed a guard of dragoons, who were then resting, dismounted. Seguin and his man rode leisurely up towards them, responding in Spanish to the hail of their sentinel, that they were countrymen. They were doubtless taken for Mexican rancheros of that neighborhood, and seemed to be riding up to report, but when near enough for a bold start they dashed past the guard at full speed. The hurried fire of the troopers was ineffective, and before they were in the saddle the fugitives, who were both well mounted, were far ahead. The latter then took to the bush and made good their escape. The next day Seguin met an officer from Fannin's post, who informed him that his mission would be wholly unavailing, and advised him to join the camp then forming at Gonzales, which he did.

On the following night, the first of March, a company of thirty-two men from Gonzales made its way through the enemy's lines, and entered the Alamo never again to leave it. This must have raised the force to 188 men or thereabout, as none of the original number of 156 had fallen.

On the night of the 3d of March, Travis sent out another courier with a letter of that date to the government, which reached its destination. In that last dispatch he says, "With an hundred and forty-five men I have held this place ten days against a force variously estimated from 1,500 to 6,000, and I shall continue to hold it till I get relief from my countrymen or I will perish in the attempt. We have had a shower of bombs and cannon balls continually falling among us the whole time, yet none of us have fallen. We have been miraculously preserved." As this was but two days and three nights before the final assault, it is quite possible that not a single defender was stricken down till the fort was stormed. At the first glance it may seem almost farcical that there should be no more result from so long a fire, which was never sluggish; but if so, this was a stage on which farce was soon to end in tragedy, and those two elements seem strangely mingled through the whole contest. But the fact above referred to was not really farcical, however singular, and it serves merely to illustrate the mysterious doctrine of chance. It must have tended to uphold the determination of men in a situation where the favor of luck is so apt to be accepted as the shielding of Providence. Travis, when he said, "we have been miraculously preserved," no doubt expressed a sincere feeling, in which his companions shared; for such fancies are apt to take a strong contagious hold of men who stand day after day unharmed within a step of death: it is a time when the fierce, profane and dissolute often begin for the first time to look upward. It is worthy of note, that although the readiness of couriers to go out indicates a consciousness that the chance of life was at least as good without as within, we know of not a single case of night flitting. Brute bravery or reckless despair would hardly have produced this without some exceptions. The incident of the sentinel at the postern probably showed what were prevailing traits—scorn of desertion with readiness for hope. In many a rough bosom that hope had probably a new and half-comprehended faith under it. Though the hope was disappointed, I trust that the faith was not all in vain.

In stating the force of the garrison during the previous ten days Travis did not include the little reinforcement which had come in only two days before; yet, as he mentions but 145, while the garrison is known to have numbered 156 when the enemy appeared, he must have rated eleven as ineffective or absent. A part of them may have been counted out as departed couriers, and the rest had perhaps sunk under the fatigue of duty. Had there been any wounded he would probably have referred to them.

On the 4th of March Santa Ana called a council of war, and fixed on the morning of the 6th for the final assault. The besieging force now around the Alamo, comprising all the Mexican troops which had yet arrived, consisted of the two dragoon regiments of Dolores and Tampico, which formed a brigade, commanded by General Andrade, two companies or batteries of artillery under Colonel Ampudia, and six battalions of infantry, namely, Los Zapadores (engineer troops), Jimenes, Guerrero, Matamoros, Toluca and Tres Villas. These six battalions of foot were to form the storming forces. The order for the attack, which I have read, but have no copy of, was full and precise in its details, and was signed by General Amador, as Chief of Staff. The infantry were directed at a certain hour between midnight and dawn to form at convenient distances from the fort in four columns of attack and a reserve. These dispositions were not made by battalions, for the light companies of all were incorporated with the Zapadores to form the reserve, and other transpositions were made. A certain number of scaling ladders, axes and fascines were to be borne by particular columns. A commanding officer, with a second to replace him in case of accident, was named, and a point of attack designated for each column. The cavalry were to be stationed at suitable points around the fort to cut off fugitives. From what I have learned from men engaged in the assault, it seems that these dispositions were modified before it was carried out so as to combine the five bodies of infantry, including the reserve, into only three columns of attack, thus leaving no actual reserve but the cavalry. The immediate direction of the assault seems to have been intrusted to General Castrillon, a Spaniard by birth, and a brilliant soldier. Santa Ana took his station, with a part of his staff and all the bands of music, at a battery, about 500 yards south of the Alamo and near the old bridge, from which post a signal was to be given by a bugle note for the columns to move simultaneously at double-quick time against the fort. One, consisting of

Los Zapadores, Toluca and the light companies, and commanded by Castrillon, was to rush through the breach on the north; another, consisting of the battalion of Jimenes and other troops, and commanded by General Cos, was to storm the chapel; and a third, whose leader I do not recollect, was to scale the west barrier. Cos, who had evacuated San Antonio a year before under capitulation, was assigned to the most difficult point of attack, probably to give him an opportunity to retrieve his standing. By the timing of the signal it was calculated that the columns would reach the foot of the wall just as it should become sufficiently light for good operation.

When the hour came the south guns of the Alamo were answering the batteries which fronted them, but the music was silent until the blast of a bugle was followed by the rushing tramp of soldiers. The guns of the fort opened upon the moving masses, and Santa Ana's bands struck up the assassin note of *deguello*, or no quarter. But a few and not very effective discharges of cannon from the works could be made before the enemy were under them, and it was probably not till then that the worn and wearied garrison was fully mustered. Castrillon's column arrived first at the foot of the wall, but was not the first to enter. The guns of the north, where Travis commanded in person, probably raked the breach, and this or the fire of the riflemen brought the column to a disordered halt, and Colonel Duque, who commanded the battalion of Toluca, fell dangerously wounded; but while this was occurring the column from the west crossed the barrier on that side by escalade at a point north of the center, and as this checked resistance at the north Castrillon shortly after passed the breach. It was probably while the enemy was thus pouring into the large area that Travis fell at his post, for his body, with a single shot in the forehead, was found beside the gun at the northwest angle.—The outer walls and batteries, all except one gun, of which I will speak, were now abandoned by the defenders. In the meantime Cos had again proved unlucky. His column was repulsed from the chapel and his troops fell back in disorder behind the old stone stable and huts that stood south of the southwest angle. There they were soon rallied and led into the large area by General Amador. I am not certain as to his point of entrance, but he probably followed the escalade of the column from the west.

This all passed within a few minutes after the bugle sounded. The garrison when driven from the thinly manned outer defenses, whose early loss was inevitable, took refuge in the buildings before described, but mainly in the long barrack, and it was not till then, when they became more concentrated and covered within, that the main struggle began. They were more concentrated as to space, not as to unity of command, for there was no communicating between buildings, nor in all cases between rooms. There was little need of command, however, to men who had no choice left but to fall where they stood before the weight of numbers. There was now no retreating from point to point, and each group of defenders had to fight and die in the den where it was brought to bay. From the doors, windows and loopholes of the several rooms around the area the crack of the rifle and the hiss of the bullet came fierce and fast; as fast as the enemy fell and receiled in his first efforts to charge. The gun beside which Travis fell was now turned against the buildings, as were also some others, and shot after shot was sent crashing through the doors and barricades of the several rooms. Each ball was followed by a storm of musketry and a charge, and thus room after room was carried at the point of the bayonet, when all within them died fighting to the last. The struggle was made up of a number of separate and desperate combats, often hand to hand, between squads of the garrison and bodies of the enemy. The bloodiest spot about the fort was the long barrack and the ground in front of it, where the enemy fell in heaps.

Before the action reached this stage, the turning of Travis' gun by the assailants was briefly imitated by a group of the defenders. "A small piece on a high platform," as it was described to me by General Bradburn, was wheeled by those who manned it against the large area after the enemy entered it. Some of the Mexican officers thought it did more execution than any gun which fired outward; but after two effective discharges it was silenced, when the last of its cannoneers fell under a shower of bullets. I cannot locate this gun with certainty, but it was probably the twelve-pound carronade which fired over the center of the west wall from a high commanding position. The smallness assigned to it perhaps referred only to its length. According to Mr. Ruiz, then the Alcalde of San Antonio, who,

after the action, was required to point out the slain leaders to Santa Ana, the body of Crockett was found in the west battery just referred to, and we may infer that he either commanded that point or was stationed there as a sharpshooter. The common fate overtook Bowie in his bed in one of the rooms of the low barrack, when he probably had but a few days of life left in him, yet he had enough remaining, it is said, to shoot down with his pistols more than one of his assailants ere he was butchered on his couch. If he had sufficient strength and consciousness left to do it, we may safely assume that it was done.

The chapel, which was the last point taken, was carried by a *coupe de main* after the fire of the other buildings was silenced. Once the enemy in possession of the large area, the guns of the south could be turned to fire into the door of the church, only from fifty to an hundred yards off, and that was probably the route of attack. The inmates of this last stronghold, like the rest, fought to the last, and continued to fire down from the upper works after the enemy occupied the floor. A Mexican officer told of seeing one of his soldiers shot in the crown of the head during this melee. Towards the close of the struggle Lieutenant Dickenson, with his child in his arms, or, as some accounts say, tied to his back, leaped from the east embrazure of the chapel, and both were shot in the act. Of those he left behind him, the bayonet soon gleaned what the bullet had left, and in the upper part of that edifice the last defender must have fallen. The morning breeze which received his parting breath probably still fanned his flag above that fabric, for I doubt not he fell ere it was pulled down by the victors.

The Alamo had fallen; but the impression it left on the invader was the forerunner of San Jacinto. It is a fact not often remembered, that Travis and his band fell under the Mexican Federal flag of 1824, instead of the Lone Star of Texas, although Independence, unknown to them, had been declared by the new convention four days before at Washington, on the Brazos. They died for a Republic of whose existence they never knew. The action, according to Santa Ana's report, lasted thirty minutes. It was certainly short, and possibly no longer time passed between the moment the enemy entered the breach and that when resistance died out. The assault was a task which had to be carried out quickly or fail. Some of the incidents which have to be related separately occurred simultaneously, and all occupied very little time. The account of the assault which Yoakum and others have adopted as authentic is evidently one which popular tradition has based on conjecture. By a rather natural inference, it assumes that the inclosing walls, as in the case of regular forts, were the principal works, and that in storming these the main conflict took place. The truth was, these extensive barriers formed in reality nothing more than the outworks, speedily lost, while the buildings within constituted the citadel and the scene of sternest resistance. Yoakum's assertion that Santa Ana during the height of the conflict, was under the works, urging on the escalade in person, is exceedingly fabulous. Castrillon, not Santa Ana, was the soul of the assault. The latter remained at his south battery, viewing the operations from the corner of a house which covered him, till he supposed the place was nearly mastered, when he moved up towards the Alamo, escorted by his aids and bands of music, but turned back on being greeted by a few shots from the upper part of the chapel. He, however, entered the area towards the close of the scene, and directed some of the last details of the butchery. It cannot be denied that Santa Ana in the course of his career showed occasional fits of dashing courage, but he did not select this field for an exhibition of that quality. About the time the area was entered a few men, cut off from inward retreat, leaped from the barriers and attempted flight, but were all sabred or speared by the cavalry except one, who succeeded in hiding himself under a small bridge of the irrigating ditch. There he was discovered and reported a few hours after by some laundresses engaged in washing near the spot. He was executed. Half an hour or more after the action was over a few men were found concealed in one of the rooms under some mattresses. General Houston, in his letter of the 11th, says as many as seven, but I have generally heard them spoken of as only four or five. The officer to whom the discovery was first reported entreated Santa Ana to spare their lives; but he was sternly rebuked, and the men ordered to be shot, which was done. Owing to the hurried manner in which the mandate was obeyed, and the confusion prevailing at the moment, a Mexican soldier was accidentally killed with them. A negro belonging to Travis, the wife of Lieutenant Dickenson, who at the time was

enciente, and a few Mexican women with their children, were the only inmates of the fort whose lives were spared. The massacre involved no women and but one child. Lieutenant Dickenson commanded the gun at the east embrazure of the chapel. His family was probably in one of the small vaulted rooms of the north projection, which will account for his being able to take his child to the rear of the building when it was being stormed. An irrigating canal ran below the embrasure, and his aim may have been to break the shock of his leap by landing in the mud of that waterless ditch, and then try to escape, or he may have thought that so striking an act would plead for his life; but the shower of bullets which greeted him told how vain was the hope. The authenticity of this highly dramatic incident has been questioned, but it was asserted from the first, and was related to me by an eye-witness engaged in the assault.*

It was asserted on the authority of one of the women, that while the church was being stormed, Major Evans, the Master of Ordnance, rushed with a torch or burning match towards the magazine of the fort to fire it, when he was shot down before his object was accomplished. It may seem unlikely that any of the women would be in a position to witness such an incident, but they may have been put into the magazine as a place most sheltered from the enemy's shots. The powder was probably stored in the little vaulted room on the north of the chapel, which I have just referred to.†

There were two officers of the name just mentioned in the garrison of the Alamo, Major Robert Evans, Master of Ordnance, an Irishman, and Captain J. B. Evans of Texas, a nephew of General Jacob Brown, who formerly commanded the United States Army.

I must now endeavor to approximate as nearly as can be done by inference, for I have no direct data, to the number of troops engaged in the assault and the amount of their loss; matters which have been the subject of absurd perversion on both sides. The old popular tale of Texas that the Alamo was stormed by ten thousand men, of whom a thousand or more were killed, shows how rapidly legend may grow up even in this age, and the belief which has been given to it is worthy of an era when miracles were considered frequent. The entire force with which Santa Ana invaded Texas in 1836, and which after his defeat he rated at 6,000 men, probably amounted to 7,500 or 8,500, as it consisted of seventeen corps, viz.: three regiments of horse and fourteen battalions of foot. It is proper here to observe that the Mexicans apply the term regiment only to cavalry corps; a Colonel's command of infantry being always called a battalion. The nominal complement of a regiment or battalion is 1,500, but I never heard of one that was full, and seldom saw one during my long residence in Mexico that contained as much as a third of that number. I doubt if it is considered convenient ever to swell one to over 500 men, for the host of officers who have sufficient influence to obtain commands can be supplied only by keeping up the number of corps at the expense of their fullness. I saw all the corps composing the said army when it retreated from Texas to Matamoras after the campaign of 1836, and from the

---

*I had for several years in Texas as a servant, one of the Mexican soldiers captured at San Jacinto, Sergeant Becero, of the Battalion of Matamoros. He was in the assault, and witnessed Dickenson's leap. He also saw the body of Bowie on his bed, where he had been killed, and witnessed the execution of the few men who were found in concealment after the action was over. He did not know the names of Bowie or Dickenson, and related the circumstances, not in reply to inquiries, but in a natural way as recollections in narrating his experience. Many absurd stories about the admissions made by Mexicans touching the force of the assailants and the amount of their loss at the Alamo are based on sycophantic statements, drawn by leading questions from prisoners of the lower class

†In 1841 the husband of one of the Mexican women who were with the garrison during the siege and assaults pointed out to me the vaulted room referred to, and observed: "During the fight and massacre five or six women stood in that room all in a huddle." He was an intelligent man, but so given to embellishing whatever he related that I did not then rely much on his information; but I have since called it to mind in connection with what is above said. This man did not refer to Evans' attempt, nor did he say that the cell referred to was used for storing powder, but, according to my recollection, it was the most fitting place for a magazine which I saw about the Alamo.

size of those which had not been in action, as well as from the remaining bulk of those which had suffered, after allowing for probable loss, I am convinced that their average strength when they entered Texas was short of 500 men each, and that the smaller of the two amounts I have assigned to the aggregate is most likely to be true.

This estimate applies especially to the six battalions of infantry which formed the assaulting force of the Alamo. They may possibly have numbered 3,000 men, but from the best information and inference I have been able to gather, I believe that their aggregate did not exceed and may have fallen short of 2,500. Santa Ana's invariable practice was to exaggerate his force before an action, by way of threat, and to underrate it after, whether to excuse defeat or magnify victory; and in accordance with this trickery, in his report of the taking the Alamo, he sets down his storming force at 1,400, his loss of 60 killed and 300 wounded, and the number of the garrison all told and all killed at 600. Where the slaughter was wrought by good fire arms in good hands at close quarters there would hardly be such disparity between the number of killed and wounded. The probability is that he struck off an even thousand from the round numbers of the assaulters and a hundred or two from the number of his killed; while he made out as big a butchery of rebels as Mexican credulity would swallow. If we correct his falsification on this assumption, he had in the assault 2,400, and lost in killed and wounded 460 or 560. Anselmo Borgara, a Mexican, who first reported the fall of the Alamo to General Houston, at Gonzales, having left San Antonio the evening after it occurred, stated that the assaulting force amounted to 2,300 men, of whom 521 were killed and as many wounded. He had probably found means of ascertaining with approximate correctness the number of infantry at San Antonio; but his report of the loss has evidently acquired its bulk by the process of doubling. Neither Mexican troops nor any others are apt to take forts with a loss of more than two-fifths of their number. He had probably heard of 521 as the total of killed and wounded, and then converted the whole into the former and supposed an equal amount of the latter. The odd numbers attached to the hundreds, and the limits which probability would assign to a large loss, favor the belief that he had heard the result of an actual count of the whole deficit. This analysis of falsehood may not be a very sure way of finding out truth, but it is not without value when it has some corroboration. The Mexican officers captured at San Jacinto, including Santa Ana's secretary, as I was told by Colonel Seguin, were generally of the opinion that the loss at the Alamo in killed and wounded was about 500. Some rated it lower and others higher; and one, but only one, went as high as 700. The opinions of such enlisted men as I have conversed with were about the same as those of the officers, ranging from four to six hundred. Nothing is more apt to make an exaggerated impression on the casual view than a field of slaughter, and I think that the higher of the above estimates may be errors of that kind. General Bradburn, who was at the scene of action soon after it occurred, believed that the eventual loss to the service (killed and disabled for life) would be 300. This I consider equivalent to 500 killed and wounded; and it is my opinion that the Mexican loss at the Alamo differed little from that number.

Now if 500 men were bullet stricken by 180 in half an hour or little more, it was a rapidity of bloodshed which needs no exaggeration, but it may require strong proofs to save it from the imputation of fiction, for defenders of better forts than the Alamo seldom slay many times more than their own number, unless they possess extraordinary means or opportunities for destruction. The slaughter was not in this case the carnage of unresisted pursuit, like that of San Jacinto, nor the sweeping havoc of cannon under favorable circumstances, like that of Sandusky. The main element of defense was the individual valor and skill of men who had few advantages of fortification, ordnance, discipline or command. All their deficiencies, which were glaring, serve only to enhance the merit of individuality, in which no veterans could have excelled them. It required no ordinary bravery, even in greatly superior numbers, to overcome a resistance so determined. The Mexican troops displayed more of it in this assault than they have done on almost any other occasion; but it must be remembered that better troops than those of Santa Ana always fail under loss as heavy as romance often assigns to the assailants of the Alamo.

If we owe to departed heroes the duty of preserving their deeds from oblivion,

we ought to feel as strongly that of defending their memory against the calumnious effect of false eulogy, which in time might cause their real achievements to be doubted.*

Santa Ana, when he marched on Texas, counted on finding a fortified position at or near San Antonio, but supposed it would be at the Mission of Concepcion, an old church, two miles below the town. That strong building, with the aid of obedience and labor, might have been converted into a tenable fort, not too large to be manned by the garrison of the Alamo. An assault made there by even a larger force than that which captured the other fort might have met with a bloody repulse, which would have led to the rescue of the garrison and changed the character of the campaign, which in that event would probably have been terminated west of the Guadalupe. But such a transfer of garrison and armament was impossible in the state of discipline and command which the foregoing narrative shows to have existed.

A military lesson, though not a new one, may be derived from the fall of the Alamo. Among the essential qualities of a soldier we must consider not only the discipline and subordination that blends him with the mass in which the word of command moves him, but also the individual self-reliance and efficiency which may restore the battle even after the mass is broken. From the lack of the former quality the men of the Alamo were lost; by their possession of the latter they became in the last struggle as formidable as veterans, and died gloriously; and in a better position they would have been saved by it. Though the latter quality depends more on nature than the former, it admits of development, and the perfection of training neglects neither.

Neither Travis nor Bowie had much of the experience or instruction of the soldier, and they were the reverse of each other in certain antecedents and outward traits. The latter in his youth had been noted for daring in bloody personal feuds, and his name has attached to it a characteristic memento in the designation of a homicidal knife, whose pattern he originated. Travis, though ambitious and not backward in revolutionary movements, had been in civil life habitually cautious in avoiding broils and personal collisions, so much so that the rougher class of his contemporaries took for signs of timidity what I believe merely indicated a cool temper and guarded deportment. That he was deficient in courage is contradicted, not only by the closing scenes of his life and his heroic death, but by the testimony of one who had the best opportunity of

---

*A brief account of the fall of the Alamo, related in legendary style by Francisco Ruiz, who lived at San Antonio when the event occurred, was published in the Texas Almanac of 1860. The narrator shows total ignorance of the details of the assault, which he blends with a cannonade between batteries that went before it, and, if the printer has not blundered for him, imagines that the storming of the fort began at 3 p. m. on the 6th. This is so contrary to the recollection of old residents, that it began at dawn, and was soon over, that I think "p. m." must have been printed in place of a. m. He asserts that after a long attack and repeated repulses, it ended with the scaling of the outer wall, which formed the final success. He has no knowledge of the speedy loss of the outward barriers, or of the main conflict inside. He rates the besieging forces at 4000, which would be correct if the eight corps, including two of cavalry, numbered 500 each. He sets down Santa Ana's loss at 1600, and in a way to imply that this was the number of killed. Now, estimating the force at 4000, and leaving out 1000 cavalry for outside service, the storming masses would consist of 3000 infantry. If 1600 were killed, the wounded would cover the remainder, and the total of assailants as well as of defenders must have gone down. If he means that the loss was 1600 killed and wounded, it was heavy enough to render success impossible, and to cripple the army too much for the prompt and active campaigning on which it immediately entered. The battalion of Toluca he says numbered 800, of whom only 130 men were left alive. If 670 were killed, the small remainder must have been disabled. The whole corps went to the graveyard and hospital, yet eight weeks after a part of it was killed and taken at San Jacinto, and a small remnant retreated to Matamoros. So absurd a narrative would not be worth referring to had it not been quoted in a San Antonio newspaper in 1860 as a testimony of an eye-witness conflicting with my former publication.

judging. Colonel Seguin, who was frequently with him under fire, not only on the works, but in the early sallies of the siege, was convinced that Travis possessed a high degree of constitutional bravery.

The garrison of the Alamo, in personal character, was made up of diverse elements, whose relative proportions cannot now be ascertained. The ruffian, filibuster type, men whose death alone redeemed their life, of course comprised no small part of it, but with them stood also those who, like the band from Gonzales, were fighting for near homes, where their kindred dwelt; and among the new comers was perhaps an equal number of honorable men, who, like Bonham and Crockett, had an honest faith and generous zeal in the cause they espoused. There were probably few among the lowest of that garrison who lacked the redeeming trait of bravery, and among men of that character common danger is sure to bring out the better qualities in all who share it. When no enemy was in sight the bad element showed its numerical strength, but when peril came over all, the good asserted its power, and the evil in a measure assimilated to it. It requires no stretch of charity then to believe that many a rough wight whose highest aspirations had heretofore been for plunder felt a thrill akin to that of the patriot when he died for a land which he could not yet claim as his own.

Of the details contained in my former brief publication and in this article, I obtained many from General Bradburn, who arrived at San Antonio I think two days after the action, and gathered many of its particulars from officers who were in it, one of whom went over the ground with him.* A few incidents I had through a friend from General Amador. Others I received from three intelligent sergeants, one of whom, Sergeant Becero, I have already mentioned. They were men of fair education, and I think truthful witnesses. From men of their class I could generally get more candid statements as to loss and relative strength than from commissioned officers. I also gathered some minor particulars from local tradition of a reliable kind, preserved among the residents of San Antonio. When some of the details earliest learned were acquired I had not seen the locality, and hence I afterwards had to locate some of the occurrences by inference, which I have done as carefully as possible. After my publication of 1860, as already mentioned, I obtained some additional information from Colonel Seguin† and Mr. Lewis of San Antonio. The former had had better facilities than any one else in the service of Texas for obtaining and comparing the statements of Mexican officers captured at San Jacinto. These new lights enabled me to correct some errors and many omissions in regard to the fort, its armament and garrison, as well as the siege and assault.

The stranger will naturally inquire where lie the heroes of the Alamo, and Texas can reply only by a silent blush. A few hours after the action the bodies of the slaughtered garrison were gathered by the victors, laid in three heaps, mingled with fuel, and burned, though their own dead were interred. On the 25th of February, 1837, the bones and ashes of the defenders were, by order of General Houston, collected as well as could then be done, for burial by Colonel

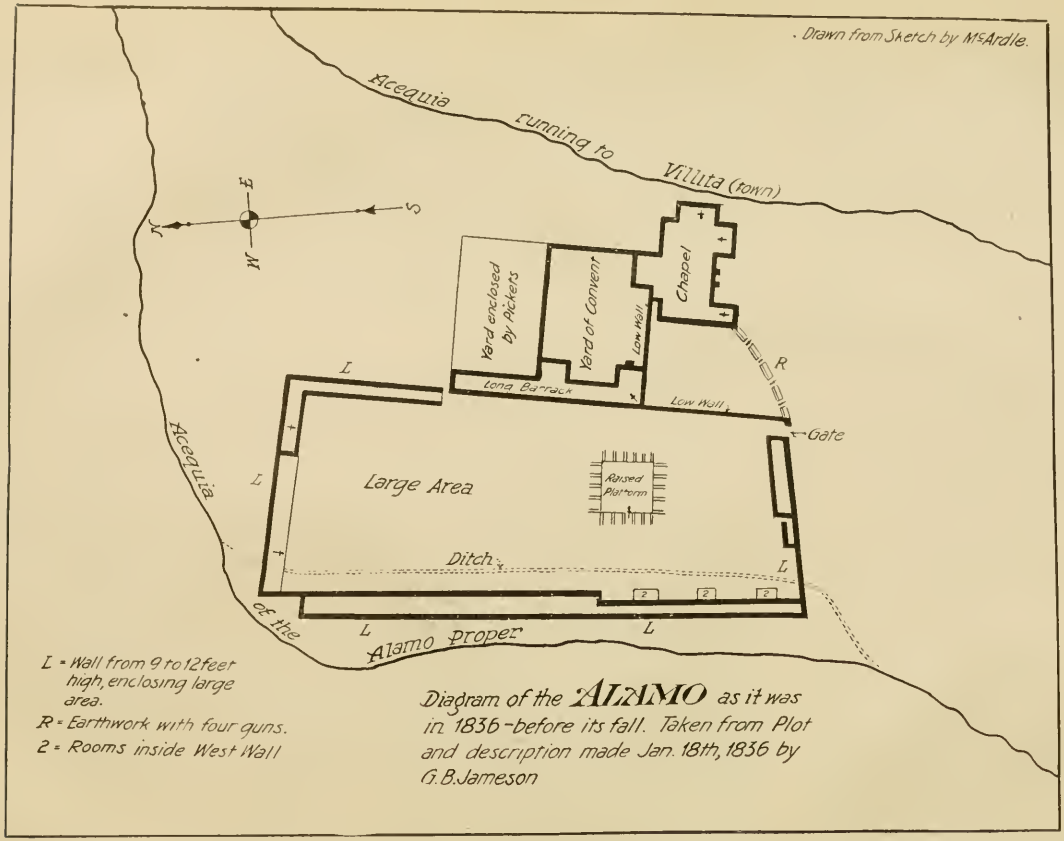
*General Bradburn was a Virginian, who had been in the service of Mexico since the time of Mina's expedition, in which he held the rank of Lieutenant-Colonel and took a distinguished part. In 1836, when he was on the retired list of the Mexican army, he was ordered, much against his wishes, to join Santa Ana in his campaign against Texas. He reported to Santa Ana soon after the fall of the Alamo, and at his own request was assigned to an unimportant post (Copano landing) where he would not be likely to come into contact with the forces of Texas. Bradburn had a few years before commanded in Texas, and had come unpleasantly into contact with a revolutionary element which did not then culminate in revolution.

†Colonel Seguin served gallantly as a captain under General Houston at San Jacinto, and subsequently commanded a regiment. His zealous adherence to the cause of Texas throughout the campaign of 1836, and for some years after, is undoubted; and his subsequent defection from that cause may be palliated by the popular harshness, endangering life, to which he became subject, and which in a manner drove him to a step of which he evidently repented. I have no reason to doubt the candor and correctness of anything which he related in matters whereon I have cited his authority. He had no motive to misrepresent anything which was not personal to himself, nor did he seem to color unduly what was. A man may be a correct narrator in spite of political errors.

Seguin, then in command at San Antonio. The bones were placed in a large coffin, which, together with the gathered ashes, was interred with military honors. The place of burial was a peach orchard then outside of the Alamo village, and a few hundred yards from the fort. When I was last there in 1861, it was still a large inclosed open lot, though surrounded by the suburb which had there grown up, but the rude landmarks which had once pointed out the place of sepulture had long since disappeared. Diligent search might then have found it, but it is now densely built over, and its identity is irrecoverably lost. This is too sad for comment.

A small, but finely executed monument, made from the stones of the Alamo in 1841 by an artist named Nangle, was subsequently purchased by the State of Texas, and now stands in the vestibule of the Capitol at Austin; but neither at the Alamo itself, nor at the forgotten grave of its defenders, does any legend or device, like the stone of Thermopylæ, remind the passer-by of those who died in obedience to the call of their adopted country.

R. M. POTTER.



This shows the whole ground plans of the Alamo at time of the massacre March 6th, 1836. The part marked "chapel," "yard of convent," "yard enclosed by pickets," "long barracks" and the vacant ground between the ditch to connection with the north line of enclosure marked "yard enclosed by pickets," belongs to the State.

DAUGHTERS OF THE REPUBLIC OF TEXAS ASK STATE TO TAKE CHARGE.

The following is copied from the proceedings of the Daughters of the Republic at their annual session held in San Antonio April 20 to 22, 1909, at their Friday afternoon session, beginning on page 23:

Friday Afternoon, 2:30 O'clock.

Meeting called to order by Mrs. Fisher.

Minutes of morning meeting read and approved.

Mrs. Urwitz presented the following resolutions, which were seconded by Mrs. Stone:

Whereas, The Twenty-ninth Legislature of the State of Texas enacted an act to provide for the purchase and conveyance to the State of Texas of the land in the city of San Antonio known as the Hugo & Schmeltzer Company property, which was a part of the Alamo Mission; and for the care and preservation of said property and of the Alamo church property, now owned by the State, and appropriating the sum of sixty-five thousand ($65,000) dollars to carry out the provisions of this act; and

Whereas, Section 3 of said act provides that "upon the receipt of the title to said land, the Governor shall deliver the property thus acquired, together with the Alamo church property already owned by the State, to the custody and care of the Daughters of the Republic of Texas, to be maintained by them in good order and repair, without charge to the State, as a sacred memorial to the heroes who immolated themselves upon that hallowed ground; and by the Daughters of the Republic of Texas to be maintained or remodeled upon plans adopted by the Daughters of the Republic of Texas, and approved by the Governor of Texas; provided that no changes or alterations shall be made in the Alamo church proper, as it now stands, except such as are absolutely necessary for its preservation. All of said property being subject to future legislation by the Legislature of the State of Texas"; and

Whereas, During the interim, when the Daughters of the Republic of Texas, an incorporated body politic, is not in session, its Executive Committee has control and charge of all of its affairs; and

Whereas, The Daughters of the Republic of Texas will not convene in annual session until April, 1909; and

Whereas, In the judgment of the Executive Committee of the Daughters of the Republic of Texas, conditions have arisen which make it expedient to take the following action; and

Whereas, In the maintenance of the trust reposed in the Daughters of the Republic of Texas, by the State of Texas, through having placed in their hands the custody of the Alamo property, in the defense of which they have been forced into the courts, and have had to resort to contentious measures altogether distasteful, and unbecoming to the dignity of this great organization; and

Whereas, While deeply appreciating the high honor conferred by the State upon the Daughters of the Republic of Texas by the conveyance of this trust, and which they have endeavored to defend to the best of their ability, yet in the interest of the harmony and dignity of this organization it is asked that the State of Texas will resume the custody of the Alamo property; therefore, be it

Resolved by the Executive Committee of the Daughters of the Republic of Texas, That the Thirty-first Legislature of the State of Texas be, and is hereby, requested to so amend said act of the Twenty-ninth Legislature providing for the purchase, care and preservation of the Alamo property, so as to relieve the Daughters of the Republic of Texas from the custody and care of the entire Alamo property now owned by the State of Texas, and that a commission be created of not less than five persons, to be male citizens of the State of Texas,

to be appointed by the Governor of the State of Texas, who are to serve without compensation, and to assume the custody and care of said property, with such powers as to the Legislature may seem proper and wise.

Resolved, That as the Daughters of the Republic of Texas have been put to considerable expense in defending this trust aforesaid, the Executive Committee asks that the Legislature will reimburse the organization for such expenditure, by allowing so much of the amount of the income that has accrued from the Alamo property, during the custodianship of the Daughters of the Republic of Texas, that this outlay may be met. It is also asked that allowance be made for the sum of fourteen hundred and fifty ($1450) dollars, still due Mrs. Clara Driscoll Sevier, for taxes paid on the said property by herself, and for which the State made no provision at the time of the purchase.

Resolved further, That a certified copy of these resolutions be transmitted by the Secretary, under the seal of the Daughters of the Republic of Texas, to the Governor of the State of Texas, to the President of the Senate and to the Speaker of the House; and that the said President of the Senate and the Speaker of the House are hereby respectfully requested to have said resolutions read to the Senate and the House in open session, respectively, and recorded in the Journal of each.

Rebecca J. Fisher,
President, Daughters of the Republic of Texas.
Maggie G. Milby,
General Secretary, Daughters of the Republic of Texas.

Mrs. Stone, seconded by Mrs. Milby, moved the adoption of the resolution. Discussion followed, but final action was deferred for the arrival of Mrs. Dibrell, who was expected at a later hour, and other business, on motion, was taken up.

Mrs. Fisher strongly urged that the public school buildings of Texas shall be named for the heroes of the Texas Revolution. Mrs. Stone moved "that, in view of the fact that the government of the Republic of Texas provided for the free education of the children of Texas, the Executive Committee, D. R. T., recommends that the names of places and heroes connected with the Texas Revolution be first considered in the naming of the public schools of this State, and of the several new buildings connected with the State University." Motion carried.

Mrs. McKeever moved that this resolution be addressed to the school boards through the State School Journal, and a copy be sent to Mr. R. B. Cousins, State Superintendent of Public Instruction. Motion adopted.

Mrs. Dibrell's arrival having been delayed, it was decided, on motion, to adjourn until the next morning.

Saturday Morning, January 9.

The Executive Committee met in the D. R. T. room at 10 o'clock, Mrs. Fisher in the chair. Members present, Mesdames Milby, Urwitz, McKeever, Dibrell, Stone and Miss Burleson. Meeting opened by repeating the Lord's Prayer, after which the minutes of the previous day's meetings were read and adopted.

Mrs. Dibrell moved that all bills incurred with the approval of the Executive Committee shall be paid from the State Treasury. Motion adopted.

Mrs. Urwitz moved "that the resolutions relating to the custody of the Alamo property be now taken up and considered." Carried. After some slight amendment, which the committee accepted, Mrs. Dibrell, seconded by Mrs. Milby, moved the adoption of the resolutions as amended. Carried by a vote of six of the members.

Mrs. Dibrell moved that a copy of these resolutions be sent to the Governor, the President of the Senate, and the Speaker of the House of Representatives, and that it be given to the press. Adopted.

Mrs. Stone moved "that five hundred copies be ordered printed, and on the meeting of the Legislature, the same be placed on the desk of each member of the Senate and House." Carried.

LRBAg'13

LIBRARY OF CONGRESS
0 014 646 922 A